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Current Topics.

The late Mr. Justice Fraser.

BY THE death of Mr. Justice FRASER, which occurred with tragic suddenness last week, the cause of justice has lost a sincere and devoted adherent. Although the late judge had spent but a short while on the Bench and had in consequence had but little opportunity to make a mark on the Law Reports, by his record of public service before his elevation to the Bench, by his work as a teacher of law, and by his authorship of more than one standard legal text-book, he had contributed substantially to the development of our law. All who knew him were struck by his unfailing courtesy and conscientiousness. His industry was often the source of wonder: he was patient almost to the impatience of others. Many and moving tributes have been paid to his memory, for he was generally loved and respected. The Attorney-General expressed the general view when, in his tribute, he declared that no one who had ever practised before Mr. Justice FRASER "could fail to appreciate his unvarying kindness, inexhaustible patience and passionate desire to do justice . . . He had left an abiding memory of wise counsel, unselfish kindness and a fine sense of honour, which rendered him a most beautiful character and a most lovable and dearly-loved friend."

Solicitor and Client.

IN HIS summing up in the case of *Walsh* v. *Julius White and Bywaters, Times*, 13th inst., the Lord Chief Justice gave a comprehensive statement of what constitutes the relationship of solicitor and client and the law applicable thereto. The plaintiff, a taxicab proprietor, who was insured against third party risks, had proceedings commenced against him by a person injured by one of his taxicabs. The insurance company instructed the defendants, solicitors, to defend him in the action. The plaintiff alleged that the solicitors failed to take certain steps and to attend certain summonses which resulted in an interlocutory judgment being signed against him. The defendants denied negligence or breach of duty, and pleaded, *inter alia*, that they had not been retained by or on behalf of the plaintiff, and owed him no duty. The Lord Chief Justice said that it was immaterial by whom a client and solicitor were introduced, or whether he was appointed to act directly by that person or by some individual, firm or company who was acting as that person's agent for the purpose. The relationship of solicitor and client was established when a solicitor undertook the burden and the duty of acting in proceedings in the name of and on behalf of a person. His lordship further pointed out the inconvenience to all parties concerned if it were otherwise, and a solicitor could commence or defend proceedings for a person who was not his client. If a solicitor who had been acting for a person who had since ceased to be his client did not advise all the parties to the action of this fact he exposed the person for whom he had been acting to all the consequences of reiterated default. The jury found for the plaintiff. As is frequently the case when professional integrity is involved, reference was made by the court to the fact that from first to last there had not been one word of imputation on the honour or the honesty of the defendants.

The Contract of Assurance.

THE CASE of *Looker and Another* v. *Law Union and Rock Insurance Company, Ltd.*, reported in *The Times* of 30th ult., raises some nice questions on the inception of a contract of life insurance. The late Dr. LOOKER, then a healthy man of strong physique, made a proposal of life assurance to the defendants on 10th July, 1926. He answered the question in the proposal form that he was free from disease or ailment in the affirmative, and on 18th July he received a conditional acceptance, stating that "if the health of the life proposed remains meanwhile unaffected, the policy will be issued on payment of the first premium . . . the directors meanwhile reserve the power to alter or withdraw this acceptance." On 21st July he fell ill, and on the next day one Colonel LYON, who was to have an interest in the policy moneys, filled in a cheque for the first premium, which Dr. LOOKER signed. Colonel LYON posted the cheque to the defendants on 26th July, though no express authority had been given to him to do so. On receipt of the cheque the defendants unconditionally accepted the proposal, and Dr. LOOKER died from pneumonia the next day. In the circumstances the company resisted payment of the assurance money, and the proceedings resulted. ACTON, J., decided that, apart from the express condition that the health of the life proposed should remain unaffected until acceptance, a material fact, that of the illness, had not been disclosed to the insurers before acceptance, and so, following *Canning* v. *Farquhar*, 1886, 16 Q.B.D. 727, and *Harrington* v. *Pearl Life Assurance Co.*, 1914, 30 T.L.R. 613, that the contract was avoided. It thus became unnecessary to decide certain other points of interest, arising out of the facts that (1) the cheque was not honoured owing to the death of the assured; (2) there was not in fact sufficient money to meet it to the credit of his account; and (3) (a point raised by the judge) there was no authority given by Dr. LOOKER to send the cheque. As to the first of the above points, reference would probably have been made to *London and Lancashire Life Assurance Co.* v. *Fleming*, 1897, A.C. 499, where it was held, on the terms of the policy, that the burden of proof lay on the persons claiming to show that the premium had been paid in cash. In the present case the company's risk was not to commence until the receipt of the first premium, and although the receipt of a cheque subsequently honoured might be good, whether the drawer's account

contained sufficient to meet it or otherwise, the receipt of a cheque subsequently dishonoured as payment of a premium would have been a harder matter to argue. The third point, that raised by the judge, might perhaps be met by the answer to another question, namely, for what reason could A hand B a cheque drawn to C's order, except for delivery, mediate or immediate, to C? But a cheque to C or bearer might, perhaps, be on a different footing.

"Unnecessary" Obstruction.

INNUMERABLE MOTORISTS are summoned for causing obstruction in the streets with their motor cars, under Art. IV of the Motor Cars (Use and Construction) Order, 1904. Few seem to pay any attention to the particular wording of the article, which experience shows is in some cases interpreted too loosely and in some cases too strictly. What is an "unnecessary" obstruction? In considering the meaning of the word, are the requirements of the motorist or of the public to be considered? Of course, the extreme view can be taken which was expressed by the judge who, in answer to a prisoner's plea that "A man must live," said: "I don't see the necessity." But this would make a word in an enactment unmeaning, an unsound method of construction. Let us assume that a man needs to live. If so, he requires food. Is a car he leaves outside the eating-house causing an "unnecessary" obstruction? If he uses it merely to convey him there, when he has alternative means of transport, yes. If he is the driver of a lorry or other similar vehicle, his leaving his car a reasonable time while he eats, is, we submit, not causing an unnecessary obstruction. A busy man who uses a car to make business calls is not causing an unnecessary obstruction by leaving it outside the place he calls at for a short time, even in the busiest street. If he has to conduct a prolonged interview he should park or garage his car; if he does not, the obstruction he causes is unnecessary. These instances might be multiplied, but are sufficient to show the line which should be drawn from the motorists' point of view. Take the public convenience. Very frequently, when traffic is arrested to allow cross-traffic to pass, vehicles draw up so closely to one another that foot passengers are prevented from crossing between them. This is particularly hard. They are adjured not to cross in moving traffic, they are not allowed by motorists to cross through stationary traffic. We submit that blocking the roadways in this way, particularly by refuges, is causing "unnecessary" obstruction and ought to be dealt with as such. An aggravated form of this misbehaviour is exhibited when drivers coming from a side street and seeking to enter the stream of traffic in a main road draw across the pavement and hold up the pedestrian traffic till the desired opportunity of edging in presents itself. This is decidedly unnecessary obstruction, sometimes due to the selfishness of the man coming from the side street, sometimes to that of car drivers on the main road who hurry on without allowing him a few yards in which to get out. The effect and application of the enactment demand renewed consideration by police authorities.

An American Critic on Law Reviewing.

IN ONE of his books, the late ANDREW LANG, one of the wittiest of writers, tells us that, in a vision it was revealed to him that the punishment meted out to reviewers in the next world is that they are compelled to read the books which in this life they criticised without perusal, and, he adds, "it was terrible to watch the agonies of the worthy pressmen who were set to this unwonted task." From a striking article contributed to the current number of the *Columbia Law Review*, by Mr. PAUL L. SAYRE, of the Indiana University School of Law, it would seem that the practice of a former generation of reviewers in this country—now happily obsolete, as we all know—of publishing their verdicts without having read the books on which they pronounced judgment, is not unknown in the United States. According to Mr. SAYRE, "it is not unusual to ask a distinguished lawyer whether he has read a certain book and receive the answer: 'Well, I can hardly say that I have read it, but I glanced it through sufficiently to write a review.'" More in sorrow than in anger the writer adds, "Such a remark is considered quite amusing." Starting off with this piquant charge against the tribe of reviewers, Mr. SAYRE proceeds to set out, with particulars, what he calls "the seven sins of reviewing," following them up with the three true canons which the critic ought to put in practice. The gravamen of his charge is that reviewers—even those of them who have actually perused the books they purport to criticise—treat only part of the work under consideration and give expression merely to their personal views instead of judicially weighing the merits of the book—if it has any—and demerits—which it is sure to have in abundance—and arriving at a just conclusion on the particular volume as a whole. Complaint is made also of the compression of reviews within limits of the most exiguous dimensions. But what does Mr. SAYRE expect? With crowds of books clamouring for notice, it is impossible to allot to each of them the space which Mr. SAYRE would appear to require in the ideal review for which he is in search. Till we live in an ideal state, writers of books—law books, like others—must perforce be content with the notices they receive—notices which, if they are not invariably as laudatory as they would like, are usually bracing, and on that account probably an incentive to better work in the future.

Release of Tax Debtors from Prison.

THE CASE of "TEDDY" BROWN, as recently reported in the newspapers, indicates some hiatus in our machinery of justice—assuming, of course, that it is unjust to keep anyone who has been committed to prison for debt only in durance at all beyond the moment when he, or someone on his behalf, has tendered in cash the whole amount of debt and costs in full satisfaction of the demand made on him. Such continued imprisonment, however, is recorded as the fate of Mr. BROWN, a "xylophonist" in the Café de Paris dance band, in respect of a demand for balance of income tax. It appears that the sheriff's officers called upon Mr. BROWN on Saturday morning at 10 a.m., but, owing to the late hours entailed upon him by his vocation, he was unable to attend to them until 1 p.m. He then offered a cheque in full settlement, which, of course, was refused. He was therefore taken to Brixton, but had meanwhile communicated with a friend, who, after an hour's diligent work, contrived to raise the amount demanded in cash, and took it to Brixton. The prison authorities, however, declared they could not liberate their man without warrant from the sheriff, who had signed the committal. But he, naturally, was not in his office on Saturday afternoon, and could not be found. Appeal in desperation was made to the Home Secretary. But, again, Sir W. JOYNSON-HICKS, while observing that he might conceivably in suitable circumstances have let out a murderer to oblige them, could not interfere with one who was virtually the Treasury's prisoner. And, similarly, the Prime Minister, though no doubt personally willing, was officially unable.

Saturday afternoon, is, of course, an inconvenient time for business, but proper liaison between the Commissioners of Inland Revenue who receive the proceeds of the tax (Income Tax Act, 1918, s. 172), the General Commissioners of Income Tax who commit (by warrant under s. 165 (1) of the Act), and the Governor of the Prison (who releases on warrant from the General Commissioners upon direction of the Treasury or Commissioners of Inland Revenue under s. 165 (2)), should ensure liberation on tender. A governor of a jail, or even his deputy in charge, should be a sufficiently respectable and responsible person to be entrusted with money due from debtors to the Crown, and, upon receipt of such money, to be empowered to liberate the person delivered into his custody upon a warrant for failure to pay it.

Civil Liabilities arising from Crime.

(*Continued from page* 553.)

Now let me take the rights of third parties. Let me deal for a moment with the question of rights arising again out of crimes of violence. I will take the instance of murder. It has been held in this country that the relatives of a murdered man may recover damages from his employers under the Workmen's Compensation Act, on the footing that the murder, although *ex hypothesi* not accidental from the point of view of the murderer, may nevertheless be an accident from the point of view of the murdered man; indeed, this rule has been held to apply in Ireland, where the court went a little further, and decided that it was one of the risks necessarily incidental to the profession of a schoolmaster to come to a violent end at the hands of his indignant pupils, and awarded compensation accordingly. In Scotland, where cold logic is not perhaps so much tempered by humanity, the decision has been the other way. This interesting international problem has never been settled in the House of Lords. I suppose it is mainly with regard to the question of dishonesty that you find the issue as to who is to suffer for the crime of the third party most often brought before the court. I think, perhaps, looking at some of the innumerable decisions that have been come to on this question, I might deduce this very general rule, which consists mainly of exceptions. If the legal estate or right of absolute ownership in any land, chattel or chose in action is mine, and I have done nothing nor authorised any person to do anything to divest myself of those rights, *prima facie* nothing which has been done by any other party can deprive me of them; for instance, no forged document can deprive me of my rights. No sale or deposit or pledge or contract between third parties can achieve the same result.

The first and obvious exception to the rule, of course, is the case of cash and negotiable instruments with regard to which any party who obtains possession of them *bona fide* and for value and without notice of the crime, is entitled to retain them even if they are stolen. That does not apply to other classes of property. There is another exception, namely, the case of sale in market overt which includes a shop in the City of London but not elsewhere, according to the usage of the market, but that exception is destroyed, and the true owner can afterwards recover the goods stolen if the offender is subsequently prosecuted to conviction. I think it is rather with regard to that that there is confusion on the question of a conviction being a condition precedent to a civil action. It is not in most cases a condition precedent, but in the case of property which has been dealt with in market overt conviction of itself has the effect of restoring the original owner's rights, although a transaction in market overt would otherwise have taken them away.

The next exception is the case of estoppel, where the true owner has done something which precludes him from denying the right of the intermediate criminal to deal with the goods. This is a doctrine which is very frequently carried much too far, or attempted to be carried much too far. It is important to remember that it only applies where the buyer, the person who has bought the goods and claims to keep them, although they were originally the property of some other person, can show that that other person has given the criminal apparent authority to deal with the property on his behalf, and—this is the important part—that he, the buyer, in buying the goods relied upon that apparent authority. You will find the limitations of this doctrine of estoppel very forcibly laid down in the case of *Farquharson* v. *King*, 1902 A.C. 325, and in an older case, *Cole* v. *North Western Bank*, L.R., 10 C.P. 354, both of which cases determine that mere possession of the goods or documents or title to the goods cannot enable a criminal to pass any title to anybody else, and the fact that the owner has allowed the criminal to be in possession of the goods or documents of title is not anything which gives the person who has bought from the criminal any better rights than he would otherwise have had. Nor does negligence on the part of the true owner in any way deprive him of his rights or give a title to the person who has bought from the criminal, unless the negligence consists in a breach of duty owing by the true owner to the person who claims to retain the goods. Take the case of a banker and his customer, with regard to which recently the law has been finally decided. A customer does owe a duty to his banker not to be negligent in the manner in which he fills up his cheques, and therefore if fraud has been made possible by such negligence the customer has to lose the money. That is because there is a contractual relationship, and a duty as between the banker and his customer. You cannot create a similar state of things by alleging that the true owner of the goods, or whatever the subject-matter may be, has been generally negligent in the manner in which he dealt with his own property. There is no such rule as that. You have to show that he has been negligent in breach of some duty which he owes to you.

There are a number of other exceptions to which I will not refer in detail, because I want to come to the series of cases which have been decided under the Factors Acts and the sections of the Sale of Goods Act, all of which relate to the class of case where the true owner having allowed a person who turns out to be a criminal to get possession of property for the purpose of dealing with it in some way or other, seeks to reclaim his property from another person to whom that criminal has parted with the property in fraud of the true owner. Take the case where a man has entrusted, let us say, a motor car or jewellery to a person for sale, to use general terms, and that person has sold the goods for his own benefit, and has absconded without accounting for the proceeds. That kind of thing has given rise to a very large number of decisions within the last few years, which decisions it is very difficult to reconcile one with the other, and with regard to which frequent invitations have been issued from the Bench that the whole matter should be set at rest by some decision of the highest tribunal, but in fact no case of that kind has yet been decided in the House of Lords. The decisions remain, as has been indicated from the Bench, in a somewhat unsatisfactory state. The cases may come under different starting principles. Take, first of all, the case of what is called sale or return, where a jeweller hands goods to a man on sale or return. He is not an agent. He is a man who has a right to buy the goods or to return them. In the absence of any special words in the contract it has been held that if he proceeds to misappropriate them, to pawn them, or to sell them for his own benefit, however fraudulently, he thereby does an act which adopts the transaction, that is to say, he having the option to buy them, buys them. He could therefore give a good title to the person to whom he sells them, although he is acting fraudulently and has no intention of handing over the proceeds or paying the price to the person from whom he got them. On the other hand a series of decisions has sanctioned a practice which has been adopted by jewellers and others for the purpose of getting out of that difficulty, namely, that when they give any goods on sale or return, or on appro, as it is commonly called, to people of this kind, who are not agents but a kind of intermediary (referred to as touts vulgarly) they put upon the document, the appro note, words to the effect that the goods are to remain the property of the original owner till paid for or invoiced. That has been held (although doubt has recently been expressed upon the point in the Court of Appeal), over and over again, to constitute good protection to the original owner and to prevent the pawnbroker, if the intermediary fraudulently pawns the goods, from getting a title. The well-known case of *Weiner* v. *Gill*, 1906, 2 K.B., 574, was the original decision to this effect. It has been upheld on several occasions. Although pawnbrokers have

been invited to test the accuracy of the decision by carrying it further, their courage has failed them when they have got to the Court of Appeal, which was no use to them, because they had a decision of the Court of Appeal against them. They have never gone the step further to test it in the only place where the decision could be tested. I am not throwing any doubt upon the correctness of that decision; I am only pointing out that they have been invited to test it in view of the difficulty of drawing the line between that and other decisions which seem to be in conflict with it. That was a case in which the intermediary who turned out to be a thief was not an agent but a person who had the option to buy. If he were a mercantile agent within the meaning of the Factors Acts, or if he had entered into a firm agreement to buy, then the position would be different. Then provided he is in possession of the goods with the consent of the true owner he could give a good title to any person to whom he fraudulently sells them. The first thing you have to look at in order to see whether a good title has been given or not is, was the thief, to use a general term, put in the position of an agent, in which case he might be able to give a good title, or was he put in the position of a person with an option to buy. I could give you a list of cases, and I intended to discuss them, but my time is running short. I will only refer to this particular matter. Assuming he is an agent, in order to enable him to pass a good title to the person to whom he sells you have to show that he was in possession of the goods with the consent of the true owner. In cases where he is a criminal that is a nice point. If at the time when he obtained the goods the owner did not intend him to have the property but only intended him to be possessed of them for the time being, and if the man who took the goods then and there had made up his mind to steal them, then according to the view of the criminal law, at all events, it amounts to the offence of what is known as larceny by a trick, larceny at common law, and he is treated as if he had put his hand over the counter and stolen the goods and rushed out. He has stolen them at the time he obtained possession because the consent of the true owner is in the eye of the criminal law no consent at all, but something which is void from the beginning by reason of the criminal act of the person to whom he gives it. That is the essence of larceny at common law, that the criminal has taken the goods without the real consent of the owner. There have been many cases argued on this proposition, that where the offence of the fraudulent intermediary amounts to larceny at common law there can be no consent by the true owner, and even if the criminal is a mercantile agent it cannot come within the Factors' Acts. That was the argument put up in the cases of *Oppenheimer* v. *Fraser*, *Folkes* v. *King*, *Heap* v. *Motorists' Agency*, and in a recent case which came before Mr. Justice Wright, our Chairman, *Lowther* v. *Harris*. I may say that I am absolved from criticising the last decision by reason of the fact that whichever way the case had been decided, authority for it could have been found in the Court of Appeal. There is a very important dissenting judgment on the same point by Lord Justice Atkin, who, I am sorry, is not with us to-night, in *Lake* v. *Simmons* (1926) 2 K.B. 51*. All those cases which have been before the Court of Appeal in the last few years have, I am bound to say, left the question, as to how far proof of larceny at common law against an agent prevents him from passing a good title to the person to whom he sells, in a very considerable state of doubt. It would lead to greater clarity of the law if some higher tribunal were to go into cases on this point, and, indeed, on many points which I have not had time to touch upon, arising out of complicated questions under the Sale of Goods Act and the Factors Acts, where some innocent person has to suffer for the crime of a third. That is the most important branch I suppose of the cases of civil liabilities arising out of crime. I could wish that perhaps I had time to deal with them in more detail and to make the various technical points and the various points of view which have led to the rather conflicting decisions clearer to those of you who are not familiar with that branch of the law.

I am very much obliged to you for the patient hearing you have given to what I have found time to say on what I suppose, like most legal subjects but perhaps more than most legal subjects, is a very dry one. I hope that what I have said may be of some assistance in drawing attention to points of difficulty, if not in solving them. (Cheers.)

Mr. MACDUFF: My lord, Mr. Comyns Carr, Ladies and Gentlemen: It is my privilege to move a vote of thanks to Mr. Comyns Carr for his lecture, to my lord for so kindly presiding here this evening, and to the Benchers of this Inn for again permitting us the use of this Hall.

With regard to the lecture, I can only say for myself, and I am sure for all present, that it has been very instructive, and we have thoroughly enjoyed it. I am quite certain that we shall find further instruction when we read a transcript of it in our library. As far as I am concerned and for my fellow members, I only regret that Mr. Comyns Carr had to finish so soon. It is a fascinating subject as well as technical and difficult, causing so many troubles from time to time. We have learned a good deal this evening. We are greatly indebted to Mr. Comyns Carr for his lecture and for the very clear way in which he delivered it. Although this is the first occasion he has been with us as lecturer, I am sure that I voice the opinion of you all when I say that I hope it will not be the last.

With regard to my lord, I remember very well, and perhaps some of you do, when he kindly lectured to us in 1920 on "Frustration of contracts owing to the war." Lord Justice Atkin was then in the chair. We deeply appreciated that lecture. We tender our thanks to his lordship for his interest in our Association, and particularly for his attendance this evening, which we realise is sacrificing a lot after a very busy day and on a terribly wet night.

To the Benchers of this Inn we again tender our respectful thanks. It is a great help to us to have the use of these Inns for these lectures. We could not give them without. We are not a body strong enough to hire halls for lectures. If we could not have the use of these halls the dignity of the lectures would not be so great, and we could not possibly expect to have such able and excellent lecturers and such exalted chairmen as we have now. It is due to the Bench and Bar that this Association is enabled to carry forward its educational programme to the extent it does. For my part I often regret that we do not get perhaps quite as much assistance from the solicitors' branch of the profession. Our reward comes, I think, in receiving it the way we do and our being able to do our utmost to give loyal service regardless of what it means to ourselves. May I ask you all, after the resolution has been seconded, to pass it heartily, with the usual acclamation.

Mr. DENTON: Ladies and Gentlemen: In rising to second the resolution proposed by Mr. Macduff, I feel there is little for me to say. My duty is a mere formality. These lectures are a great help to the members of this Association. It is a pleasure to hear such a lecture as we have had this evening, and it is a great honour to think that at our lectures one of His Majesty's judges should occupy the chair. Our thanks are very real. I have pleasure in seconding the resolution. (Cheers.)

Mr. Justice WRIGHT: Ladies and Gentlemen: I have to reply not only for myself but for the lecturer. In replying for the lecturer, as I shall in a moment, I shall say some things with regard to the lecture which I am sure the lecturer's modesty would not allow himself to say. As far as I am concerned, I am very happy indeed to come here. I think it is a great privilege to come here and help in the very admirable work which your Association does. These lectures are the

* See now the decision of the House of Lords in this case, approving this judgment, and reversing the decision of the majority in the Court of Appeal (*The Times*, 5th April, 1927).

means of stimulating interest in the law among gentlemen of your Association, and they are most beneficial and most interesting. I do not think any one interested in the law coming to these lectures would go away without feeling that he has derived some new knowledge, some new ideas and some new interests. I well remember coming myself and delivering the lecture to which Mr. Macduff referred, a poor attempt, I fear. What struck me when I heard it referred to by Mr. Macduff was that seven years had elapsed since that occasion. It seems only the other day and it makes me realise with some sadness how time passes.

As far as the lecture to-night is concerned, I think you will all agree that it was a most stimulating and instructive lecture. I say that particularly, because it adopts a new classification of legal ideas; it cuts across the ordinary classification in the text-books, and it brings together in a way which is most helpful, ideas which are generally found scattered about under different heads of classification in the ordinary books which deal with torts. It must have involved a great amount of original thought and a great amount of consideration. It opens up most valuable ideas, which, I am sure, we will all follow out and derive much advantage from carrying out in the future. I understand that a shorthand note of the lecture is being taken. Possibly it will be printed. Speaking for myself, if I am fortunate enough to get a copy, I shall derive, I am sure, considerable advantage from reading it, as I will certainly do. There is just one thing which occurred to me in the course of the lecture which might be added, and that is the curious point which arose only the other day, and which arose some time ago on insurance policies where you have insurance against third party liability, and where the assured, the plaintiff, has come under liability because he has committed a felony, such as manslaughter; in other words, where he has, by gross criminal negligence in driving a car, possibly being intoxicated, killed another man; he is sued under Lord Campbell's Act, and the insurance company set up the defence that it is unlawful to indemnify the assured against the consequences of his criminal act. The common sense of the business is that, unless the insurance company is behind the motor driver, the unfortunate plaintiff—in this case the plaintiff was bringing an action under Lord Campbell's Act—would have little chance of recovering damages, and, therefore, the most urgent public policy would appear to be that the insurance company should pay, and thereupon the plaintiff in the injuries action should get her damages. That was the view taken by the learned judge, Mr. Justice Roche, applying an earlier decision of the late Mr. Justice Bailhache, about a year or two ago. I only mention that because it is one aspect of the case which, I am sure, is not without interest.

There is only one other thing I want to say and that is this. Your Secretary, Mr. Hammond, has handed me a letter which he has received from Lord Justice Atkin. Lord Justice Atkin, as you all know, is a great supporter of your Association. I believe he never fails to be present when a lecture is given in this hall. He is writing to Mr. Hammond, and he says that he would have been here this evening only he is absent by reason of illness. As you know, he has had an indisposition, from which he is fortunately well on the way to recovery. He is in the country now, at Aberdovey, recovering in order to resume his judicial duties next Sittings. He regrets his absence. I am sure you will agree with me in this, that had he been present he would have added some weighty observations and, in addition, his presence would have been a great pleasure to us all. We hope to see him back next Sittings. On behalf of myself and the lecturer, I beg to thank you for the vote of thanks which you have so very kindly passed and carried. (Applause.)

International Bonds in the German and French Jurisdiction.

The German *Reichsgericht* held in a judgment delivered the 21st December, 1925, that pre-war bonds issued by a German Company (Diergardt Mining Corporation) which were payable in thousand mark = 1,240 Swiss francs, gave to the German owner of the bonds only the right to recover marks but not Swiss francs. The judgment was based upon the finding, that the intention of the parties as interpreted by the bonds themselves, the conditions of the issue and the prospectus was not to give the German underwriters a claim in Swiss francs, but only to the Swiss underwriters. So the alternative currency clause has not been recognised by the German Reichsgericht. This judgment had to undergo severe criticism in Germany. Although it shows the fair attitude of the German Supreme Court in placing the German creditor in a more unfavourable position than the foreign creditor, the decision went wrong by interpreting a written obligation by means of extrinsic evidence and creating a discrimination between German and Swiss underwriters which distinction never appeared in the documents themselves.

In a later case, however, dealing with similar circumstances the Reichsgericht altered its view which it was able to do, because the previous judgment had been worded in such a way that future judgments were not necessarily bound thereby. The later decision is of the 20th May, 1926. Here the Reichsgericht recognised a similar alternative currency clause and allowed the German creditor his right of option to choose payment in Swiss francs. The Reichsgericht expressly states that the bonds, as representing the rights therein vested, are alone able to determine the rights of the holders and only this solution satisfies the needs of the international practice.

The cases, decided by the *French Courts* deal largely with bonds issued by The Credit-Foncier-Franco-Canadian. Here the bonds were payable in France in French francs, or alternatively in Switzerland in Swiss francs. The courts recognised in three important cases, *Clunet*, 1924, p. 128; 1925, p. 1018; 1927, p. 91, the validity of the alternative currency clause and ordered, as chosen by the creditor, payment by the debtor in Switzerland in Swiss francs.

In a judgment of the Tribunal Civil de la Seine of the 30th December, 1925 (*Clunet*, 1926, p. 659), the court upheld, however, another view, because of different facts. This decision deals again with bonds of the Crédit-Foncier-Franco-Canadian, but this issue had some particular wording. The bonds were payable in Paris in French francs by the Banque de Paris et des Pays Bas, or by the Credit Lyonnais, in Brussels in Belgian francs, in Geneva in Swiss francs by the branches of the Banque de Paris, etc., in Montreal in piastres by the company itself. Behind the promise of payment and place of payment in regard to Belgian, Swiss and Canadian currency respectively, and only behind those three was inserted each time "Au change fixé à chaque échéance." The French court interpreted these bonds because of their particular wording as not giving an alternative currency clause, not an "Option de change," but only an "Option de place," and held that only French currency was owing. It may be noted that the warrants themselves run as follows: "Coupon de 10 francs payable in Paris, Geneva, or Montreal."

From the legal point, it is submitted, the decision of the Tribunal Civil de la Seine is right in regard to the bonds, although the bonds were introduced at the exchanges in Paris, Brussels and Geneva, and their economic purpose was very likely to give the creditors of the different countries the right of option of currency.

In regard to the warrants, however, the decision, it is conceived, may be different because they were worded differently and certainly gave a right of option to the creditors. Moreover as they are not merely accessories of the bonds but

independent promissory notes they should have been interpreted differently.

Another interesting decision is a judgment of the Tribunal Civil de la Seine of the 24th February, 1926 (*Clunet*, 1927, p. 83). The Société de Port de Rosario issued bonds of 500 francs each "at 5 per cent. or." These were the issues of 1903 and 1904. The later issues did not contain the "or" clause. The court held that the gold clause be enforced in Rosario where the company was domiciled by charter, although it may not be enforced in France because of the Cour Force. So judgment was given for the plaintiff to recover 500 francs in gold in Rosario for the bonds of the first two issues, but this right was denied to the later issues because of the absence of the gold clause.

The complications caused by the after-war inflations of the European currencies are manifold in regard to international bonds. They are increased where different nations had an identical name for their legal tender as in the case of francs and kronen (see here, for instance, judgment of the Danish Hoejesteret of the 17th December, 1925). A high duty of great economic influence is vested in the hands of the courts of the various nations. Quite apart from justice they will act in the well-understood interest of their respective countries, if they will not short sightedly favour their own subjects to the detriment of foreigners, whether creditors or debtors, because international financial co-operation wants in the first instance credit, that is, confidence in the given promise.

Costs in Poor Persons' Cases.

The existence of serious defects in the Poor Persons' Rules was disclosed in the trial of an action, in which the plaintiff claimed damages for the death of her daughter, which she alleged was caused through the negligence of the defendants: *Cooper* v. *Mirron and Sinclair*, *The Times*, 1st July. The plaintiff sued as a poor person, and the defendant Mirron obtained leave to defend as a poor person, but it appeared that subsequently to obtaining such leave there was a change of means in the case of the defendant Mirron, such as would not have entitled him to defend as a poor person. The defendant was awarded damages against the defendant Mirron, but a verdict was found, and judgment entered, in favour of the defendant Sinclair. In the circumstances, the important question of costs was raised, and the court was asked to make an order that the defendant Mirron should pay the defendant Sinclair's costs, or that the plaintiff should pay the defendant Sinclair's costs, and recover them from the defendant Mirron.

The material rules of the Supreme Court are rr. 28 (1), 29 and 31 of Ord. XVI. Where there is a change of means subsequently to the admission of a person to sue or defend as a poor person, there is no provision to be found in the rules, imposing any obligation on the litigant to make such disclosure either to the court or to his solicitor or counsel. Rule 31 merely provides that "Should the conducting solicitor discover at any time that the poor person is possessed of means beyond those stated in the certificate he shall at once report the matter in writing to the court and to the committee which appointed him." The only person likely to know what are the actual means, or whether there has been any subsequent change in the means of the litigant, is the litigant himself, and r. 31 therefore clearly requires to be amended, so as to impose on the litigant himself the duty of disclosure. The court, however, is given power to "depauperise" a litigant, it being provided by r. 29 that "The court or a judge . . . may at any time discharge the certificate and direct it to be taken off the file, and thereupon the poor person shall not be entitled to the benefit of the order in any proceedings to which the certificate relates unless otherwise ordered." Mr. Justice McCardie, however, refused to make any order "depauperising" the defendant Mirron, on the ground that the defendant Mirron had in no way misled the court, and had not been guilty of any suppression of facts, the statements as to his means at the time of his application for admission as a poor person having been quite accurate. The above ruling of Mr. Justice McCardie may therefore be regarded as a principle determining the manner in which the courts will exercise the discretion given them by r. 29, this principle being that the *courts will not make a depauperising order, where the statements contained in the application for admission as a poor person are correct, and where the litigant has not been guilty of dishonesty.* Even though a depauperising order is not made, the court has nevertheless power to make a special order with regard to costs. Thus r. 28 (1) provides, *inter alia*, that "*unless the court or a judge shall otherwise order*, no poor person shall be liable to pay costs to any other party or be entitled to receive from any other party, any profit, costs or charges." With this rule should also be read s. 50 of the Judicature Act, 1925, and Ord. 65, r. 1, whereby costs are to be in the discretion of the court. Mr. Justice McCardie, however, refused to make any special order.

Attention might be drawn to the alternative form of order for costs, which the court was asked to make, viz., that the unsuccessful defendant should pay the costs of the successful defendant to the latter direct. The general rule which is established by such authorities as *The Esrom*, 1914, W.N. 81, is that, where a plaintiff sues two defendants, each of whom throws the blame on the other, the unsuccessful defendant should be ordered to pay the costs incurred by the plaintiff and by the successful defendant to each of them direct. The court, however, may in such cases order the plaintiff to pay the successful defendant his costs and to recoup such costs, together with his own costs, from the unsuccessful defendant (*Bullock* v. *L.G.O.*, 1907, 1 K.B. 264).

Some Legal Aspects of Town Planning.

By RANDOLPH A. GLEN, M.A., LL.B.
(*Editor of "Glen's Public Health,"* 1925 *Edition.*)

(*Continued from p.* 554.)

During the publication of these articles, a third High Court case on town planning has been decided. (1). The point is of such importance to those interested in conveyancing as well as to those interested in town planning, that the Editor has asked me to interpose this article on it. The point of this new case was whether, until final approval, a scheme should be regarded as an incumbrance to the non-disclosure of which a purchaser can object. Section 15 of the Land Charges Act, 1925, rendered local land charges acquired by local authorities under various statutes either before or after the 1st January, 1926, "void as against a purchaser for money or money's worth of a legal estate in the land affected," unless duly registered. Sub-section (7) of this section provided that: "For the purposes of this section, any prohibition of or restriction on the user or mode of user of land or buildings enforceable by any local authority by virtue of any statute or any order scheme or instrument made in pursuance of any statute, and any resolution passed by a local authority to prepare or adopt a town planning scheme, shall be deemed to be a restrictive covenant, and where arising or passed after the commencement of this Act shall be registered by the proper officer as a local land charge: Provided that any such prohibition restriction or resolution affecting an area or district may be registered generally against the area or district by reference to the statute order scheme or instrument under which it is imposed." But among the amendments of "a minor nature" enacted by s. 7 and the schedule to the Law of

(1) *In re Forsey and Hollebone's Contract*, May 26th, 1927, Eve, J., 71 Sol. J. 492, 537; 63 L.J. Jo. 601. For the other two cases, see *ante*, pp. 341, 358.

Property (Amendment) Act, 1926, is the following: "Land Charges Act, 1925, s. 15. For sub-section (7) the following sub-section shall be susbtituted: The foregoing provisions of this section shall apply to (*a*) any town planning scheme made by, or any authority or resolution to prepare or adopt a town planning scheme given to or passed by, a local authority, whether made given or passed before or after the commencement of this Act; and (*b*) any prohibition of or restriction on the user or mode of user of land or buildings imposed by a local authority after the commencement of this Act by order, instrument, or resolution, or enforceable, by a local authority under any covenant or agreement made with them after the commencement of this Act, or by virtue of any conditions attached to a consent, approval, or licence granted by a local authority after that date, being a prohibition or restriction binding on successive owners of the land or buildings, and not being (i) a prohibition or restriction operating over the whole of the district of the authority or over the whole of any contributary place thereof; or (ii) a prohibition or restriction which is, or which may become, enforceable by virtue of a town planning scheme; or (iii) a prohibition or restriction imposed by a covenant or agreement made between a lessor and lessee; as if the scheme, resolution, authority, prohibition, or restriction were a local land charge, and the same shall be registered by the proper officer as a local land charge accordingly."

In December, 1926, a vendor agreed to sell some land at Eastbourne "free from incumbrances" except certain specified covenants. Afterwards the purchaser's solicitors applied to the town clerk for an official search of the local land charges against the property, and received a certificate showing that it was subject to a resolution under the Town Planning Act, which had been registered as a local land charge in January, 1926. Neither vendor nor purchaser knew anything about this resolution at the date of the contract. Eve, J., held that the amendment of 1926, by repealing the words "shall be deemed to be a restrictive covenant," prevented the resolution being an incumbrance merely by reason of its being a registered local land charge, and that the question fell to be determined upon a consideration of the effect of the Town Planning Act itself. As town planning schemes could be modified by the Minister of Health before approval, and this scheme might be modified so as to exclude the land in question, the interference was merely "potential," and "until the potentiality ripens into an actual interference, it is impossible to hold that the property is affected in the sense that there is an incumbrance imposed upon it by the mere passing of the resolution." The purchaser's application for a declaration that the vendor had not shown a good title was accordingly dismissed. This would appear to be a wrong decision if it is based, as the short published report indicates, on the proposition that no immediate effect on property follows a town planning resolution. The fact is that the moment such a resolution is passed, no one in the area covered by the resolution can develop his land as he pleases, but must either (*a*) comply with the wishes of the local authority, which may be highly burdensome, or (*b*) appeal to the Minister of Health under the Interim Development Order of 1922, or (*c*) face the risk of having his erections pulled down without compensation if the town planning scheme is approved. That is a matter which, if known by a potential purchaser, would certainly affect his mind when he considers what price to give, and in my view clearly comes within the mischief aimed at by the rules for the protection of purchasers against undisclosed encroachments. So far as the decision was based on the enactment in s. 198 (1) of the Law of Property Act, 1925, that the fact of registration is to be deemed to constitute actual notice, this is not a town planning point but, if sound, seems to place upon a purchaser or his solicitor the necessity for making searches before contracting to purchase, which I should imagine would be most inconvenient in practice.

(*To be continued.*)

Commissions of Sewers.

By ALEXANDER MACMORRAN, M.A., K.C.

(*Continued from p.* 555.)

Where the procedure adopted by commissioners is that of presentment by a jury, a person who is aggrieved by a rate may question its validity by traversing the presentment, but under the Land Drainage Act, 1861, commissioners may now make an order in respect of the levying of any rate which they could formerly have made by presentment, subject to the proviso that any person aggrieved by any such order made by the commissioners without the presentment of the jury might appeal therefrom as provided by the Act, and the Act provides by s. 47 that where any rate has been made without the presentment of a jury any person may appeal to Quarter Sessions and the court may confirm, annul or modify the same, but no such appeal is to be entertained unless made within four months next after the making of such order or requisition or the making of such rate, or unless ten days' notice in writing of such appeal previously to the Quarter Sessions stating the nature of the grounds thereof is served on the commissioners, nor unless the appellant, within four days after the service of such notice, enter into a recognisance with two sufficient sureties before a justice of the peace conditioned duly to prosecute such appeal and to abide the order of the court thereon.

The procedure for enforcing payment of the rate is that prescribed by 12 & 13 Vict. ch. 50, s. 7. It is therein provided that any one commissioner may summon a defaulter to appear before any two commissioners acting within the limits of their commission, and such two commissioners may issue distress warrants to compel payment. If no such distress can be found, the rates are to be levied upon any lands of the party charged within the commission, and in certain events the lands charged may be sold.

A point of some interest and importance arises under one of the Sewers Acts, 3 & 4 Will. IV, c. 22, s. 47, which purports to vest in the commissioners the property consisting of lands, tenements, hereditaments, etc., which shall have been or shall hereafter be purchased, obtained, erected, constructed and made by or by the order of or which are or shall be within or under the view, cognisance or management of any commissioners of sewers, and questions have arisen as to the extent of the property thereby vested in the commissioners. The question was raised before the Court of Exchequer in *Stracey* v. *Nelson*, 12 M. & W. 535, where it was held that s. 47 had not the effect of vesting in the commissioners of sewers the property in all lands under their view, cognisance or management. Baron Parke pointed out that the section might be read in this way: "The property in all land which has been or shall be purchased or obtained and in all buildings and works constructed or made by or by the order of any commissioners of sewers or which, having been so purchased, obtained, constructed or made, shall be under the view, cognisance or management of any commissioners of sewers and all and singular the goods, etc., shall be vested in the commissioners of sewers for the time being under whose view, cognisance or management the same shall be respectively."

It is unnecessary to refer at length in this space to the meaning which has been assigned to the expression "vest" in various Acts of Parliament. It may be sufficient to say that it involves a limited right of ownership so far as is necessary to enable the commissioners to fulfil their statutory duties, but except with regard to property purchased by them they have no freehold in the land under their jurisdiction.

It may be added here that by virtue of 3 & 4 Will. IV, ch. 22, s. 14, commissioners of sewers are authorised to make separate and distinct rates as occasion shall require for every separate and distinct level, valley or district or any part of such level, valley or district within their respective commissions. It was said that before that Act was passed commissioners had the

power, afterwards expressly conferred upon them by the Act (see *R.* v. *Tower Hamlets Commissioners of Sewers*, 9 B. & C. 517).

The space at disposal is insufficient to include the procedure and powers conferred upon land drainage boards by the Land Drainage Acts, 1861 to 1926. It must be sufficient here to say that by s. 67 of the Act of 1861 it is provided that all powers by that or by any other Act of Parliament, law or custom vested in or exercisable by commissioners of sewers within the limits of their jurisdiction may, upon the constitution of a drainage district, be exercised by the drainage board of such district within its limits and that all powers theretofore exercisable by commissioners of sewers within such district shall cease; subject to this proviso, that any person aggrieved by any order, requisition or rate made by the drainage board, or any act done by them, may appeal therefrom in the same manner in which he is, by this Act, authorised to appeal against any order, requisition or rate made by the commissioners or any act done by them.

(*Concluded.*)

A Conveyancer's Diary.

Land Subject to Family Charge: Procedure on Death of Owner.

In his comment upon s. 1 of the L.P. (Amend.) A., 1926, the learned author of "Emmet, Notes on Perusing Title," observes that the owner of land subject to a jointure rentcharge "will be well advised to get the charge released, if he can." With that observation every conveyancer will agree. There will, of course, be less trouble if the incumbrance is cleared. For a method of effecting this, see 3 Prideaux, pp. 376, *et seq.* Then the learned author proceeds (Vol. II, p. cxxv): "For, if he does not do so, difficulties will arise on his death in consequence of the fact of the property still remaining settled land, and the necessity of a grant having to be made to special executors to enable the property to be sold."

Once the position is generally understood, it is submitted, no "difficulties" will be encountered. Let us make the position clear.

Notwithstanding the provision contained in L.P. (Amend.) A., 1926, s. 1, which enables a person holding land subject to a family charge to convey a legal estate as if there were no such charge, the land remains "settled land." Hence on the death of the owner of the land the provisions of the Ad. of E.A., 1925, s. 22 (where he leaves a will), or of the Jud. A., 1925, s. 162 (where he dies intestate), will apply.

Now, there seems to be an impression in some quarters that the effect of these provisions is to make it obligatory upon trustees of the settlement to take our probate or letters of administration; or, expressed in another way, that representation in such cases will only be granted to S.L.A. trustees. Nothing is further from the truth. If the S.L.A. trustees refuse to take out representation—a course actually contemplated in the provisions referred to—the general personal representatives will obtain probate or letters of administration. In cases such as those which are frequently met with in the Bournemouth area, on the Malmesbury estate, this has been the course followed, and, we think, correctly. A general grant is made to the general executors or administrators after the S.L.A. trustees have been cleared off by renunciation or by citation.

We have seen suggestions made that where representation has been granted in respect of land owned in this way, which has been sold, there is some difficulty in regard to the distribution of the proceeds of sale. Thus, for example, where the S.L.A. trustees have sold as special executors it is suggested that they are not bound to hand the proceeds over to the persons entitled to it. Or, again, if there are special representatives, that the general personal representatives cannot treat such land as part of the deceased's general estate.

If the grant or probate has been made to the S.L.A. trustees, a course which is in practice unusual in the circumstances, they are bound to pay the proceeds of sale to the persons entitled; if it has been made in general terms the representatives *de facto* can deal with the land in favour of a purchaser: Ad. of E.A., 1925, s. 37;. see also *ib*, s. 27. Even a subsequent grant, in the latter event, to the S.L.A. trustees would only operate as a partial revocation of the general grant: *Re James* 1926, L.T. 498. A successful application under sub-s. (2) of s. 23 of the Ad. of E.A., takes effect "without prejudice to the previous acts and dealings, if any, of the personal representative originally constituted."

Once this position is clearly understood, it will be realised that difficulties suggested have vanished.

Landlord and Tenant Notebook.

Date from which Covenants in a Lease take effect.

The case of *Bennett* v. *Kidd and Others*, a Northern Ireland decision reported in 1926, Northern Ireland Law Reports, p. 50, might usefully be noted, because it deals with the important question as to the date from which covenants in a lease will take effect, where the lease is expressed to commence from a date which is already past.

The material facts in the case were shortly as follows: On the 23rd May, 1922, the plaintiff accepted an offer made by the defendant to take a lease of certain premises, and in pursuance of this agreement the defendant entered and erected thereon certain buildings of a temporary character. On the 2nd February, 1924, after the buildings had been erected a lease was executed between the parties, the term of the lease, however, being expressed to run from the 1st May, 1922. The lease contained a covenant which was not, however, in the original agreement, whereby the lessee (the defendant) covenanted not to erect or cause to be erected on the demised premises any dwelling-house, erection or building of a less poor law valuation than £16 at the least. The above-mentioned buildings that had been erected by the defendant were of a less poor law valuation than that stated in the lease, but the defendant refused to pull the buildings down. The lessor thereupon purported to forfeit the lease, on the ground that the continuance of the buildings on the premises amounted to a breach of covenant. The lessee, however, raised the contention that inasmuch as the buildings had been erected prior to the execution of the lease, no breach of covenant had been committed, notwithstanding that the term was expressed in the lease to commence at an antecedent date (since which latter date the buildings had been erected).

It is necessary therefore to consider the effect of a lease, where, according to the habendum, the term is stated to take effect prior to the date of the execution of the lease itself.

Effect of Habendum.

Reference on this point may be made to *Wyburd* v. *Tuck*, 1799, 1 Bos. & Pul., at p. 464). In that case Eyre, C.J., said that "The habendum of the . . . lease can only be considered as marking the duration of the (lessee's) interest, and its operation as a grant is merely prospective." This ruling was accepted in a later case (*Shaw* v. *Kay*, 1847, 1 Ex. 412) by Parke, B. In that case the defendant became tenant of the premises in June, 1842, and thereupon commenced to pull down and make certain alterations in the premises. Subsequently, after all these alterations had been completed, a lease was executed on the 9th November, 1842, which stated that the premises were to be held from the 22nd June then last past. In an action by the landlord for

breach of covenant, founded on the above acts of the lessee, it was held that the action was not competent. The principle of *Shaw* v. *Kay* is thus stated in the headnote: "In an action for the breach of a covenant for repair in a lease, a tenant is not liable for acts done before the time of the execution of the lease, although the habendum of the lease states the premises to be held from a day prior to its execution."

Reference again may be made to *Jervis* v. *Tomkinson*, 1856, 1 H. & N. 195. In that case an agreement had been entered into on the 29th August, 1851, whereby the plaintiff agreed before the 25th March then next to demise to the defendants a salt mine. After the execution of the agreement the defendants began to sink a shaft for the purpose of getting salt. The sinking, however, was discontinued in September, 1851, in consequence of an inflow of brine. The defendants thereupon began to sink another shaft which was in the same month discontinued from the like cause. Subsequently, on the 16th November, 1852, a lease was executed, pursuant to the agreement the term being expressed to commence from the 25th June, 1851. The lease contained a proviso for cesser providing that in case the rock salt should, *during the continuance of the term*, fail by any inevitable accident, then on payment of all rent due and performance of all covenants on the part of the defendant, the term should cease and determine to all intents and purposes whatsoever.

It was held that as the term commenced in point of interest on the 16th November, 1852 (the date of the execution of the lease), though its duration as to computation of time was to be reckoned from the 25th June, 1851, the proviso for cesser, which referred to a failure by inevitable accident during the continuance of the term, never came into operation.

The principle of these cases was again applied by the Court of Appeal in *Surtees* v. *Woodhouse*, 1903, 1 K.B. 396. The facts in this case were as follows: In May, 1891, premises had been demised to the plaintiff, one of the covenants entered into by the plaintiff as lessee being that she would during the term pay and bear all present and future rates, taxes, duties, assessments and outgoings charged upon the demised premises or upon the owner or occupier thereof. In November, 1899, the plaintiff sub-demised the premises to the defendant who covenanted, *inter alia*, at all times during the term to observe and perform the covenants and conditions contained in the head lease.

In September, 1899, prior to the execution of the sub-lease, certain private street improvement works were executed by the local authority in the street upon which the premises abutted, and these works were completed on the 7th October, 1899; the final apportionment of the expenses, however, was not made until the 11th December, 1899, subsequently to the date of the execution of the sub-lease. It was held that the sub-lessee was not liable to his sub-lessor in respect of these expenses, on the ground that the above covenant in the sub-lease would not cover a charge which had become effective before the date of the sub-lease, even though such charge was not payable until after that date.

To turn now to *Bennett* v. *Kidd*, *supra*. If the above principles are applied to the facts of that case, it is clear that the erection of and alterations to the buildings there could not have been a breach of the covenant contained in the lease which was executed subsequently to such erection and alteration. This was the view taken by Moore, C.J., who accordingly held that the defendant was not liable, and that no right of forfeiture had accrued to the lessor.

Correspondence.

Excessive Fees—Local Land Charges.

Sir,—We see from the Annual Report that the Law Society has passed on to the Lord Chancellor and to the Ministry of Health various criticisms which have been made, and it is now suggested that the Fee Order be revised.

We submit that the above fees should be revised and that 2s. 6d. fee would pay the local authority to give a certificate for one house, and if there are any further houses an additional fee of 1s. per house.

In one case with which we were dealing there were nineteen houses in two adjoining roads belonging to one owner, and a demand was made for £23 15s. by the local authority as a search fee. The work entailed in this matter should have taken twenty minutes at the outside—especially seeing that the solicitor practically does all the work, only leaving the search to be made by the clerk and to put "yes" or "no" on the printed form. That a local authority can demand a payment at the rate of over £1 per minute for work for which the council accept no responsibility, is surely a matter which calls for immediate redress.

London, W.1, 2nd July. A. E. Hamlin & Co.

Legal Confiscation of Property. The Housing Act, 1925.

Sir,—I beg to draw your attention to circumstances arising in connection with the above Act.

A maiden lady of sixty-seven, dependent on the income of a little house property left her by her parents, is the owner of two freehold houses producing about £35 per annum net.

These two houses being required by the London County Council under the above Act, the compensation offered to the owner is the value of the site cleared of buildings, and the amount suggested is £100 for the site of the two houses, the site value being the basis of the compensation provided for by the above Act.

The result will be that the owner will be faced with a loss of income amounting to £35 per annum and be compensated with £100 which, if well invested would yield about £5 per annum only.

I submit that this instance (which doubtless is not an isolated one) strongly calls for an immediate amendment of the Act.

The Act was passed under the present Government, which should surely secure an amendment which will remove the gross injustice that now exists.

A London Solicitor.

[Site value is the basis of compensation only when the house is insanitary or dangerous or prejudicial to health (see s. 46 (1) of the Housing Act, 1925), and it is not in our view unreasonable that the owner of such a house should receive less by way of compensation than an owner who keeps up his property as he should (see also Sched. I, Pt. 1 (2) of the same Act).—Ed., *Sol. J.*]

Civil Liabilities arising from Crime.

Sir,—In the report on page 551 of this week's Solicitors' Journal of the lecture by Mr. A. S. Comyns Carr, K.C., he appears to have said: "There is no reason why anybody convicted of any kind of assault should not also be made liable in damages for the wrong which has been done."

Should not this be read subject to s. 45 of the Offences Against the Person Act, 1861, which says: "If any person . . . having been convicted (of common assault or aggravated assault on women and children) shall have paid the whole amount adjudged to be paid or shall have suffered the imprisonment or imprisonment with hard labour awarded, in every such case he shall be released from all further or other proceedings civil or criminal for the same cause"?

Magistrates Clerk's Office, Ilkeston, 11th July. F. G. Robinson, Clerk to the Justices.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

SETTLED LAND—S.L.A., 1925, s. 1 (7)—L.P. (AMEND.) A. 1926.

860. *Q.* Referring to *Q.* 750 and the answer in your issue of 23rd April, 1927. Will not the L.P. (Amend.) A., 1926, Sched., Amending S.L.A., 1925, s. 3, ("In this section after the word 'land' where it first occurs, there shall be inserted the words, 'not held upon trust for sale'") take the land out of the settlement? While B lived there was settled land, but upon her death the trust for sale arose. It seems to me that the amendment, to serve its full useful purpose, has the effect of clearing out of the way the personal representatives of the tenant for life.

A. The answer mentioned was given with full consideration of the amendment above—the view indeed having been expressed in these columns, before the amending Act was passed, that land held on trust for sale was not settled land within the S.L.A., 1925: see answer to *Q.* 318, p. 664, vol. 70. The Act, however, undoubtedly vested the legal estate in the tenant for life on 1st January, 1925 (when the trust for sale had not arisen), and, that being so, it vests in the special representatives after her death, whether a trust for sale arises or otherwise.

861. *Q.* I am concerned with a small estate, the testator of which appointed A, his wife B, C and D his daughters, executrices and trustees, and after certain bequests gave all his real estate to his trustees, upon trust that they should pay the income thereof to his wife for her life, and after her death, upon trust for sale, and directing the net proceeds for sale to be divided between his children. The testator died in 1914; the widow in 1927. According to your replies to *Q.* 750 and *Q.* 751, the land remains settled land, and there being no tenant for life and no vesting deed having been executed, S.L.A., 1925, s. 23 (1), becomes applicable. I should have thought the above cited amendment, "not held upon trust for sale" fitted the case.

A. No, the land is not settled land after the death of the tenant for life within s. 1 of the S.L.A., 1925, but it is called "settled land" in s. 7 (5), where "land hitherto settled" would have been more accurate, though the meaning is plain. On the death it vests in the special representatives, in accordance with the answer above.

SETTLED LAND—DEATH OF TENANT FOR LIFE—SPECIAL REPRESENTATIVES—TITLE.

862. *Q.* Arising on *Q.* 861, I would like to put the following query. Assuming as is very probable, the vendor's solicitors taking the view they have done, that representation to B's estate has been taken out not "saving and excepting settled land," the settled land has then become vested in a personal representative, not being a trustee of the settlement, and if such personal representative does not elect to apply to the court for revocation of the grant in regard to the settled land, I take it he holds the legal estate therein upon trust to deal with it as may be directed by a person claiming under s. 7 (5) of the S.L.A., 1925. See also para. 2 of the 2nd Sched. of the S.L.A., 1925. In such a case, has not the settled land become vested in personal representatives before a principal vesting deed has been executed?

A. As the questioner no doubt knows, the Probate authorities have corrected their practice as to a full grant to the general executors. If such a grant is made, however, in such terms as to include settled land vested in the deceased as tenant for life, then, on the authority of *Hewson* v. *Shelley*, 1914, 2 Ch. 13, confirmed by the Ad. of E.A., 1925, s. 27, the general representatives must be treated as the special representatives for all purposes, although others might have had a better right to the special grant: see "A Conveyancer's Diary," on p. 576, *supra*. On this footing the duty of such special representative is correctly stated above.

863. *Q.* I find it difficult to reconcile answers 623 and 750.

A. The answer to *Q.* 623 is based on the footing that no assent had been given, whereas *Q.* 750 discloses an implied assent.

MORTGAGE BY WAY OF TRUST FOR SALE—CLUB PROPERTY SALE—PROCEDURE AND TITLE.

864. *Q.* In 1883 freehold property was purchased by A. By an endorsement made a few days later on A's purchase deed, A declared that he was a trustee of the property on behalf of the club and that he held the property upon trust to assign, convey, mortgage or deal with the same, or any part thereof, in such manner as the club at any general meeting or adjournment thereof should direct, and in the meantime upon trust for the committee of the club for the time being and their assigns. In 1896 at an extraordinary general meeting of the members, a resolution was passed to raise debentures among the members and to pay off a certain mortgage that had since been created, and a further resolution that the committee cause the club premises to be vested in the names of two or more members, resident in England, as trustees. Pursuant to this resolution the committee declared that B, C, D, E and F should be appointed trustees in the place of A, who was then resident abroad. Later in 1896, A, pursuant to the said resolutions, conveyed the club's property to the new trustees subject to the mortgage, and the trustees thereby declared that they and the survivors and survivor of them, the heirs and assigns of such survivor, stood seised of the property, upon trust to hold the same for the members for the time being of the club, and to sell, assign, convey and mortgage, assure or otherwise deal with the said property, or any part thereof, as the members of the club from time to time at any general meeting properly convened in accordance with club rules should direct, and it was further declared by the trustees that if any or either of them should cease to be a member of the club or be expelled therefrom or should become a bankrupt or should remain out of the United Kingdom for more than twelve months at any one time or should desire to be discharged from all or any of the trusts or powers thereby reposed in or conferred on him or them or refuse to act or become unfit or incapable of acting, then and in any of such cases and as often as the same should occur then the remaining trustees might by deed appoint another person or persons being a member of the club and selected and nominated by the members of the club in general meeting to be a trustee in the place of the trustees ceasing to be a trustee for any of the aforesaid reasons. Later in the same year the members of the club at an extraordinary general meeting passed resolutions—

(1) To raise a sum of money from amongst the members by debentures to pay off the existing mortgage;

(2) Authorise the trustees to execute a deed of trust in favour of the debenture-holders.

The mortgage was duly paid off and the property reconveyed to the trustees, who, in 1897, in accordance with resolution No. 2, executed a deed of trust in favour of the debenture-holders in the following terms :—

"The trustees hereby declare that they the said trustees do stand and are possessed of and interested in the said buildings, hereditaments and premises upon the trusts following that is to say, Upon trust by sale or mortgage of the said premises to secure raise and pay unto the persons whose names appear in the first column of the schedule hereto as debenture-holders and to the executors administrators and assigns of each and every of them the principal money advanced by each set forth in the second column of the said schedule together with interest, etc. half-yearly payable pari passu and without preference or priority and subject thereto Upon trust for the members for the time being of the club And the trustees thereby declared that if default were made in payment of any interest on the principal money so lent and advanced as aforesaid or any part thereof for the period of three months after such interest should have become payable or if any distress or execution should be respectively levied or sued out upon or against any of the chattels or the property of the club the trustees would on the request in writing of the majority in number and three-fourths in value of the holders for the time being of the debentures sell the said hereditaments and premises either by public auction or private treaty and with and out of such proceeds of sale after paying thereout all expenses and costs attending such sale apply the balance in paying unto the persons for the time being holders of the debentures pari passu and without preference or priority the principal moneys and interest due to them and will hold the residue thereof if any upon trust for the members for the time being of the said club."

B, C and D died in 1920 ; E and F, the surviving trustees, pursuant to a resolution of a general meeting, appointed by deed G, H and I to act as trustees with them upon the aforesaid trusts. X has been the club's solicitor throughout, even unto acting on the appointment of new trustees in 1920, and the deeds have been in X's office, with the consent of E, the surviving and senior trustee, for years. The club in general meeting has decided to sell a portion of their club property, and by resolution appointed Y, another solicitor (who is a member of the club and also on the committee) both to represent the club members and the trustees. (Incidentally it is believed that Y has also been instructed to act for the purchaser, so that it seems undesirable he should act for all parties.) Y has obtained an authority from F, G and H to act on their behalf. (I has since died.) E, on the other hand, the senior trustee, contends that the club in general meeting had no power to appoint a solicitor and that the trustees are entitled to appoint their own legal representative. E is quite willing that the other trustees shall be separately represented if they wish, but declines to be represented, except by X, who has always satisfactorily conducted the club's matters, and declines to accede to Y's request, namely, that the deeds shall be handed over to him, maintaining that between co-owners he who obtains the deeds is entitled to hold them subject to producing them to the co-trustees, vide "Halsbury," vol. 24, para. 436. It would appear that the sole reason for ousting X is that he is not a member of the club, whereas Y is, and is also a member of the committee. X has informed Y that owing to the remaining trustees requiring to be separately represented, that the legal charges will have to be based under Sched. 2, but to avoid this X is quite prepared to act generally in the matter and to submit drafts to Y for his approval and to allow Y one-third profit costs on completion. Y will not agree, and suggests that the deeds should be removed from X's custody and placed in some bank in the joint names of the trustees. E, who claims that he holds the deeds, will not consent, and is satisfied with their being left in the custody of X. The co-trustees now threaten that unless E is prepared to have the deeds placed in a bank that they and the committee of the club (of whom Y is one of the committeemen) will call a general meeting to remove E from the office of trustee. E contends that by virtue of the declaration contained in the conveyance of 1896 there is no power for a general meeting to remove him, and likewise that the provisions of "Halsbury," vol. 24, paras. 248 and 249 do not apply.

In order that the deeds may be got away from X, notice has been served to pay the debentures off. To do this probably the club will have to borrow money from its bank by way of mortgage of the premises pursuant to the trusts above referred to contained in the deed of 1897. So soon as the debentures have been repaid the club property will be sold to pay off the mortgage, and it is feared that on repayment the deeds, instead of being returned to E or his solicitor X, will be handed to the other trustees or their solicitor, Y.

(1) Is there any means by which on repayment of the mortgage the mortgagee can be forced to return the deeds to E, the first-named trustee, or his solicitor, X, and by whom they will be handed to the bank ?

(2) Are we correct in assuming that the trustees are entitled to exclude from the deeds handed to the bank the trust deed of 1897, which is a deed merely declaring the trusts to secure payment of the debentures and after payment creating a trust for the members of the club ?

(3) Is E acting within his rights in claiming to retain the deeds ? (Incidentally he is by far the largest debenture-holder, and therefore, perhaps, has the greater interest to preserve. X, although not a member, is a debenture-holder having inherited debentures from his father.)

It should be added that E is willing at all times to afford to his co-trustees a right to inspect the deeds.

(4) Presumably every trustee is entitled to separate legal representation if he likes, and presumably the trustees are entitled to appoint their own legal representative and not have a representative thrust upon them against their will by the members in general meeting, for the legal estate is in the trustees and they surely can elect who is to look after their interests ?

(5) If there is separate representation of each trustee, should the charges be based under Sched. 2 ?

A. A somewhat difficult preliminary question arises as to whether the trustees were mortgagees within the L.P.A., 1925, s. 205 (1) (xvi), thus attracting the application of the 1st Sched. ,Pt. VII, para. 1. If they were, they took a term of 3,000 years under that paragraph, and the interest of the club members appear to have vested in the Public Trustee under Pt. IV, para. 1 (4). If they were not mortgagees then, whether the deed of trust vested in them an immediate trust for sale or not, Pt. IV, para. 1 (1), did so on 1st January, 1926. On this point, which is one of title, reference may be made to *Locking* v. *Parker*, 1872, L.R. 8 Ch. 30, and *Re Alison*, 1879, 11 C.D. 284, in which conveyances to lenders upon trust for sale were held to be mortgages within the R.P. Limitation Acts.

If the trustees took a term, their beneficiaries are the debenture-holders only, if otherwise their beneficiaries are both the club members and the debenture-holders, but in either case the opinion is here given that trustees are entitled to choose their own solicitors for their office, and not bound to accept dictation from beneficiaries as to the person or firm on whose skill and integrity they must rely. Normally, however, the opinion is also given that they should employ the same solicitor, and, if they choose to be represented separately, the beneficiaries should not be put to extra expense in consequence. In the case put X has the deeds and the present conduct of the trust, and, if the trustees were evenly divided, and he had done his work properly, his claim would have been the best. The fact that three trustees out of four desire Y to act, however, is a serious point against his further retainer, and the wishes of the club members as expressed in their resolution cannot be entirely disregarded in view of the

L.P.A., 1925, s. 26 (3), as amended by the L.P. (Amend.) A., 1926, Sched. The conclusion is therefore that *primâ facie* E should bow to the wishes of his co-trustees and employ Y, X of course being fully paid before parting with the deeds. The fact that Y acts for the purchaser does not, of course, render him ineligible to do so for the vendors if the latter so wish. The questioners may be referred to "Lewin on Trusts," 12th ed., p. 292, as to trustees acting in harmony in employing the same advisers, and as to costs to *Re Isaac*, 1897, 1 Ch. 251, and as to both to cases 1033, 1035, 1036 and 1037 of the "Law Practice and Usage" of Solicitors, issued by the Law Society, 1923.

In answer to the questions—

(1) No. The mortgagee, if properly advised, would not act on any directions as to handing over the deeds, other than one by or on behalf of all the persons with whom he has dealt as mortgagors.

(2) This will be a matter for the bank's advisers to decide, for if they consider that the deed should be handed over, presumably the money will not be advanced until this is done. If they require it and the loan is agreed, X should hand it over, subject to his lien being discharged.

(3) The deeds may be retained by X on behalf of E, but if Y is employed by the other three trustees, the extra costs occasioned by production by X to Y, etc., are not chargeable against the trust, and, as above, E would probably be held liable for them.

(4) As above. The propositions stated are agreed, subject to the further one that, so far as severance of advisers entails extra expense, the trust must not be charged.

(5) As above.

REVERSIONARY PROPERTY HELD ON TRUST—INTESTACY OF REVERSIONER—HEIR'S TITLE—PROCEDURE.

865. *Q.* By his will dated in 1905 a testator devised all his real estate to his trustees, upon trust to permit his wife to receive for her own use the rents during her life, and upon her decease he devised a certain pair of houses to his daughter, E.W., her heirs and assigns. E.W. died intestate in 1909, leaving her husband surviving and one son and one daughter. As she left no property other than her reversionary interest under her father's will, administration has never been taken out to her estate and so no duty has been paid. The testator died in 1910 and his widow died in 1925. E.W.'s son, as heir-at-law, is clearly the person entitled to the property, and the trustees now wish to vest it in him, and in the circumstances of the case a formal conveyance will be required, as an assent will be quite inadequate to describe the property in the proper manner, the houses being two out of a considerably larger number belonging to the testator's estate. It appears to us that before this conveyance can be made administration must be taken out to E.W.'s estate, and we may say that her husband is quite willing to do this. If this view is correct, please say what the machinery should be. Would it suffice if, when administration has been taken out, the trustees and E.W.'s husband join together in a conveyance of the property to the son?

A. Concurrence is expressed with the view taken (except that a complicated description of property does not necessarily preclude assent). It may be observed that, on 31st December 1925, E.W.'s son, as her heir, would have had no right to require conveyance from the trustees, who could only properly convey to her legal personal representatives, when constituted. This being so, the L.P.A., 1925, 1st Sched., Pt. II, para. 3, did not divest the trustees of the legal estate. They should therefore convey at the request and by the direction of E.W.'s husband (who himself should convey and confirm) as E.W.'s legal personal representative, to the heir, having paid or provided for the death duties. A note of the conveyance should be made on the letters of administration to E.W.'s estate pursuant to the A.E.A., 1925, s. 36 (5).

Reviews.

The Law relating to Tithe Rent-charge and other Payments in lieu of Tithe. By P. W. MILLARD, LL.B. London: Butterworth & Co., and Shaw & Sons, Ltd. 1926. xxxiii and 334 pp. 15s. net.

Since the first edition of this admirable handbook was issued in 1912, the Legislature has been very busy passing Acts, dealing with the subject of tithes and tithe rent-charges, and culminating in the Tithe Act, 1925; and the recent conveyancing statutes have been a further burden on the author. He is, however, specially qualified to deal with his subject, for he is Principal of the Branch of the Ministry which deals with matters arising under the Property Acts, and previously was Principal of the Tithe Branch. The result of his labours will be found an accurate and well-arranged treatise. It contains much information which is otherwise not readily accessible. The stabilisation, collection, recovery, and redemption of tithe rent-charge and the new activities of Queen Anne's Bounty and area committees are fully dealt with; and the difficult subjects of rates and taxes on the charge and of the application of the statutes of limitation are well elucidated. The provisions, however, of the Finance Act, 1926, s. 28, passed after publication, and transferring the charge of income tax to Sched. D, should now be noted up. The appendices contain the more recent Acts and Rules. The book was published before the decision in the *Public Trustee* v. *Duchy of Lancaster*, now reported in 1927, 1 K.B. 516, following *Chapman* v. *Gatcombe* (cited on p. 90) and to the effect that tithe rent-charge issuing out of land is, like tithe, a hereditament separate from the land, and, where both are vested in the same owner, needs express words to pass it. Further, *Busby* v. *Argherino*, 1926, 43 T.L.R. 91, should also be noted up on p. 16. A new schedule of fees of the Ministry under the Acts has been now prescribed (S.R. & O., 1926, No. 1736) replacing part of those in Appendix VII. These matters arising after publication do not, of course, affect the general utility of the book. We miss a reference on p. 189 to *Hedges* v. *Harper*, 1923, 2 K.B. 314 (reversed on other grounds 93 L.J., K.B. 116) with respect to limitation of actions on moduses. The subject of contracts between landlord and tenant as to tithe rent-charge is dealt with on p. 56; the effect, however, of the reservation in a post-1891 lease of "such a rent as after deduction of the tithe rent-charge for the time being payable in respect of the premises" might well be considered, particularly with reference to the line of income tax cases, culminating in *Burroughes* v. *Abbott*, 1922, 1 Ch. 86. May it not be that a landlord who has contracted with his tenant for payment of a fixed rent, clear of tithe rent-charge, would be entitled to have the lease drawn or rectified accordingly, so as to put, if not the burden of the charge, yet an equivalent burden, on the tenant?

Settled Land Grants. By A. FITZGERALD HART and W. E. WILLAN. London: Butterworth & Co. x + 88 and 4 pp. 7s. 6d. net.

The authors of this handbook on the new practice relating to grants of representation on the death of a tenant for life of settled land are two of the editors of the last edition of "Tristram and Coote," and are well qualified for their task. Within thirty pages, the book contains an explanatory part on the necessity for the grant, an account of the practice in obtaining the various kinds of grant, and appropriate forms of oath and bond. The remainder of the book contains extracts from the relevant statutes and a short index. The book thus goes to supplement the authors' larger work on the probate practice, and will be found useful. The statement of the practice (pp. 10, 11) under the A.E.A., 1925, s. 23—rules of court under which section remain to be made—follows their larger work. The discussion (pp. 4, 5) of "trusts for sale" in relation to settled land might well now be extended having

regard to decisions since publication, to which attention has been drawn in this Journal. The ruling of the registrars (p. 16) as to the position of a settlor's personal representatives who, under S.L.A., 1925, s. 30 (3), become Settled Land Act trustees of the settlement, appears open to considerable doubt.

Table Talk of John Selden. Edited by The Rt. Hon. Sir FREDERICK POLLOCK, K.C., D.C.L., LL.D., for the Selden Society. London: Quaritch. 1927. xxvi and 200 pp.

It is fitting that the Selden Society should have issued to its members the incomparable *Table Talk* of its chosen patron. There must be many who, while but little acquainted with Selden's *Titles of Honour*, his *History of Tithes*, or his edition of "Fleta," have long enjoyed this collection of "some of those excellent things that usually fell from him," and which were "faithfully committed to writing" by his secretary the Reverend Richard Milward.

The text of the present edition has been taken from a Lincoln's Inn M.S., hitherto uncollated, and which contains in places better readings than the three British Museum MSS., used by Reynolds. The edition also contains Sir Edward Fry's account of Selden and his work, reprinted by the kind permission of the Clarendon Press, from the *D.N.B.* Sir Frederick Pollock has performed his editorial duties with the care and efficiency we have for long come to associate with his name.

It is unnecessary to say anything about the contents of this work. The editor appropriately quotes Mr. Herbert Paul, that "Except Bacon's Essays there is hardly so rich a treasure-house of worldly wisdom in the English language as Selden's *Table Talk*," and it is increasingly easy to believe Clarendon, that in his conversation Selden "was the most clear discourser, and had the best faculty of making hard things easy, and of presenting them to the understanding of any man that hath been known." Every page is a page to be enjoyed. But throughout there is also a picture of the thought and movements of his time. Thus, while all can appreciate the saying that "Of all actions of man's life, his marriage does least concerne other people, yet of all actions of our life 'tis most medled with by other people," the student of the political philosophy of the seventeenth century will mark the margins of passages such as that well-known one, beginning "A king is a thing men have made for their owne sakes for quietness sake."

The volume does not follow the usual *format* of the Society's publications; but it leaves nothing to be desired in typography or binding. D.

Books Received.

Reports of Tax Cases. Vol. XII. Parts I and II. H.M. Stationery Office. 1s. net (per part).

This volume contains Reports of Excess Profits Duty and Corporation Profits Tax Cases which should be useful for reference in connection with Income Tax Cases.

Table Talk of John Selden. Newly edited for the Selden Society by The Right Hon. Sir FREDERICK POLLOCK, Bart., K.C., D.C.L., LL.D., from a manuscript hitherto uncollated belonging to The Hon. Society of Lincoln's Inn. Together with an account of Selden and his work by the late Sir EDWARD FRY, reprinted by permission from the Dictionary of National Biography. Foolscap 4to. 1927. pp. xxiv and 200. Quaritch, 11, Grafton-street, London. 7s. 6d. net.

Medical Insurance Examination: Modern Methods and Rating of Lives for Medical Practitioners and Insurance Officials. J. PATERSON MACLAREN, M.A. (Double Honours), B.Sc., M.B., C.M. and J.P. Demy 8vo. pp. xii and 312 (with Index). 1927. Balliere, Tindall & Cox, 8, Henrietta Street, Covent Garden. 10s. net.

Local Government, 1926. Comprising all Statutes, Orders, Circulars, Memoranda, Cases, Departmental Decisions, etc., affecting Local Authorities. 1927. ALEXANDER MACMORRAN, M.A., K.C., and F. C. ALLWORTH, M.B.E. pp. xv, 612, and (Index) 13. Butterworth & Co., and Shaw & Sons, Ltd. 42s. net.

Statement showing for each of the 1,152 Boroughs and other Urban Districts in England and Wales and for 100 typical Rural Parishes the Amount of the Local Rates per Pound of Assessable Value for the Financial Years 1925-26 and 1926-27, and the Assessable Values in force at the commencement of the year 1926-27. H.M. Stationery Office. 2s. net.

News Sheet of the Bribery and Secret Commissions Prevention League, Incorporated. No. 138. 28th June, 1927. 22, Buckingham Gate, S.W.1.

Memorandum in regard to the Rent and Mortgage Interest Restrictions Acts. Submitted to the Minister of Health and Members of the House of Commons by the Auctioneers' and Estate Agents' Institute of the United Kingdom. E. N. Blake, Secretary, 29, Lincoln's Inn Fields, W.C.

Judicial Dramas. Some Society Causes Célèbres. HORACE WYNDHAM. 1927. Medium 8vo. pp. 323 (with Index). T. Fisher Unwin, Ltd., Bouverie House, London. 18s. net.

A Practical Guide to the Land Charges Act, 1925. Crown 8vo. pp. vi and 109. 1927. Effingham Wilson, 16 Copthall-avenue, E.C.2. 4s. net.

Private Street Works. A Series of Articles re-printed from THE SOLICITORS' JOURNAL. ALEXANDER MACMORRAN, M.A., K.C., Recorder of Hastings. Large Crown 8vo. pp. xii and 36. The Solicitors' Law Stationery Society, Ltd., 104-107 Fetter-lane, E.C.4. 2s. net.

Reports of Tax Cases. Vol. XII, Part III. 1927. 226 pp. H.M. Stationery Office. 1s. net.

Coote's Treatise on The Law of Mortgages. Ninth edition. R. L. RAMSBOTHAM, Barrister-at-Law. 1927. Medium 8vo. Vol. I. pp. xxxviii and 813. Vol. II, pp. xxi and 815 to 1748 (with Index). Stevens & Sons, Ltd., and Sweet and Maxwell, Ltd. £4 10s. net.

The Irish Law Times and Solicitors' Journal. Vol. LXI, No. 3153. 5th July, 1927. John Falconer, 53, Upper Sackville-street, Dublin. 1s. net. W.P.H.

Obituary.

MR. G. R. J. DUCKWORTH.

Mr. George Reginald Joseph Duckworth, LL.B., solicitor, of Halifax, died on the 4th July. Mr. Duckworth was thirty-five years of age, and was admitted in 1920. He was educated at Rossall, became a Law Society's prizeman, obtained the Leeds degree in laws, and was a keen and highly efficient territorial officer. Until quite recently he had acted as secretary of the Royal Halifax Infirmary. He was a partner in the well-known firm of Messrs. Steele & Duckworth, of Portland-house, St. John's-lane, Halifax, and a member of The Law Society.

MR. A. HOLMES.

Mr. Arthur Holmes, Town Clerk of Arundel, passed away at his residence there on Tuesday, the 28th June, at the age of 64. Mr. Holmes, who was admitted in 1886, had held the appointments of Town Clerk and Clerk to the County and Borough Justices for upwards of twenty-five years. He was also the Clerk to the Commissioners of Sewers for the Rape of Arundel, Clerk to the Port and Harbour Commissioners, Clerk to the Commissioners of Taxes, Clerk to the Arundel Prosecuting Society and Steward of the Duke of Norfolk's Sussex Manors. Mr. Holmes was senior partner in the old-established firm of Messrs. Holmes, Beldam & Co., solicitors, of Arundel, Littlehampton and Crawley, and was a member of The Law Society.

SIR W. H. BARBER, BART.

Sir William Henry Barber, Bart., of Culham Court, Remenham, Berks, lately a solicitor practising at Birmingham, died on Saturday, the 2nd inst., at the age of sixty-six. Admitted in 1883, Sir William was one of the original subscribers to the endowment of the University of Birmingham, and in 1923 himself endowed the Chair of Law. He was created a Baronet in 1924.

MR. G. F. LEES.

Mr. George Frederick Lees, solicitor, of the firm of Messrs. G. F. Lees & Son, of 45, Hamilton-square, and Prenton, Birkenhead, who was well known in the North of England, died suddenly on Saturday, the 2nd inst. Mr. Lees was admitted in 1889.

MR. R. TILDESLEY.

Mr. Rowland Tildesley, solicitor, of Willenhall and Bilston, a member of the firm of Messrs. Rowland Tildesley & Harris, died on Saturday, the 2nd inst., at the age of seventy-two. Mr. Tildesley, who was a member of The Law Society, was admitted in 1877.

THE HON. MR. JUSTICE FRASER, M.A., LL.D., J.P.

We regret to record the death of Mr. Justice Fraser which occurred quite suddenly whilst on circuit, at Manchester, on the afternoon of Friday, the 8th inst., at the age of sixty-seven. The eldest son of the late Mr. Thomas Fraser, of Farraline, Inverness, Sir Hugh was born in 1860, and educated at Charterhouse and Trinity Hall, Cambridge, where he was an exhibitioner, scholar, law student, and Cressingham Prizeman. He obtained an Inns of Court studentship in 1884 and was *proxime accessit* for Chancellor's medal for legal studies in 1885, when it was won by the present Regius Professor in Civil Law. Having obtained a scholarship at the Inner Temple, he was called to the Bar in 1886, was lecturer in equity to the Law Society from 1888 to 1891; reader and examiner in common law at the Inns of Court from 1897 to 1924, and was sometime examiner for honours in law at the Universities of Oxford, Cambridge and London. The late judge was knighted in 1917, and was made a bencher of his inn in 1918, and an Hon. Fellow of Trinity Hall in 1925. He will always be best remembered in legal circles as an authority on the law of libel, his well-known book on that subject—now in its eighth edition—having long been regarded as the standard work on that important branch of law. His treatise on the Law of Torts—another well-known book—is now in its eleventh edition, and he was also a recognised authority on the law of elections and election petitions, and was responsible for a very useful work on "The Representation of the People Act, 1918." Sir Hugh—who had never taken "silk"—had a long and most successful career at the Bar, and built up quite a considerable practice, though he was, perhaps, better known for his profound knowledge of law than for his forensic ability. As Arbitrator in the Building Trade Dispute, 1923, and as a member of the Irish Deportees Compensation Tribunal, 1923-24, and of the committee for dealing with the claims of police strikers in 1924, he displayed, later in life, those admirable judicial qualities which doubtless brought about his elevation to the Bench when still a member of the Junior Bar. His promotion whilst acting as a reader of the Inns of Court was another rare incident in a somewhat exceptional career. Of a quiet and retiring disposition, he was very much liked by his brother members of the Bar for his unfailing courtesy and patience, and he was always most popular with the students of the Inns of Court, by whom he was both admired and loved. Writing to *The Times* recently, "An old Pupil" said that for his pupils (of whom he had during his time at the Bar more than a hundred), he exerted himself without stint not only in teaching them the law, but also in endeavouring to advance their careers. Of the many barristers who went to him for advice or help in a difficulty none ever left his room without having received the fullest measure of assistance, given with complete self effacement and the most perfect courtesy. To those who had the privilege of knowing him well, it is this forgetfulness of self that will always remain uppermost in their minds. From boyhood, a good shot and angler, he always looked forward with keen anticipation to his holidays in Ross-shire, and he published a most delightful book just four years ago, "Among the High Hills," in which he collected numerous articles of interest on sport and natural history, which he had written from time to time, together with a fund of good fishing and deer stalking anecdotes. W. P. H.

Court of Appeal.

No. 1.

Gilbert *v.* **Gilbert and Bougher.** 14th June.

DIVORCE—VARIATION OF SETTLEMENTS—PETITION TO VARY—FILED AFTER DECREE *nisi*, BUT BEFORE DECREE ABSOLUTE—NO JURISDICTION IN COURT TO ENTERTAIN—CONSTRUCTION OF CONSOLIDATING ACT—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 Geo. 5, c. 49, s. 192.

The jurisdiction of the court under the Judicature (Consolidation) Act, 1925, s. 192, to inquire into and vary settlements made by persons whose marriages have been dissolved, does not arise until after the decree absolute has been pronounced. The Act makes no alteration in the existing law and practice, the presumption being that a consolidating statute does not intend to alter the law.

Clarke *v.* Clarke & Lindsay, 1911, P. 186, *followed.*

Appeal from a decision of Bateson, J., which raised a point of divorce practice—namely, whether there was power to initiate and carry on proceedings for variation of a settlement before the pronouncing of a final decree for a divorce. A decree *nisi* for dissolution of the marriage was made on the husband's petition on 26th April, 1926, but had not yet been made absolute. The wife had, without the knowledge of her husband, settled her property, by two settlements, dated 26th September and 2nd October, 1925, and it thereby became subject to a restraint on anticipation. On 30th October, 1926, the petitioner filed a petition for a settlement of his wife's property. An answer was put in showing that the wife's position with regard to her property had changed, as she had settled it. On 25th March, 1927, the petitioner filed a petition to vary the existing settlements. The respondent thereupon applied to the registrar to have the petition dismissed because the decree *nisi* had not been made absolute. The registrar dismissed the petition on that ground. The petitioner appealed to Bateson, J., who dismissed the appeal, but gave leave to appeal to the Court of Appeal. It was admitted by the petitioner that no order could be made varying the settlements until after the decree absolute was pronounced, but it was contended that meanwhile a petition could be filed and proceedings carried on under it. It was said to be important to be able to obtain an order as soon as the decree absolute was pronounced because then the respondent's interests would be released from the restraint upon anticipation.

Lord HANWORTH, M.R., said that the appeal raised a short, though important, point of practice. [His lordship stated the facts and proceeded.] Until the Matrimonial Causes Act, 1859, there was no power for the court to make any variation of settlements on a divorce, but, by s. 5 of that Act the court was empowered, "after a final decree of nullity of marriage or dissolution of marriage," to inquire into the existence of marriage settlements and to make such orders with reference to the application of the whole or a portion of the property settled, either for the benefit of the children of the marriage or their parents, as to the court should seem fit. It was clear from the section that the time when the court might deal with

settlements was after the decree absolute had been made. By r. 71 of the Matrimonial Causes Rules, 1924, application to vary marriage settlements must be made by petition filed after, but within one calendar month of, the decree. In *Clarke* v. *Clarke and Lindsay*, 1911, P., 186, it was laid down that the court had no jurisdiction to entertain any application for an inquiry into and variation of settlements until after the decree for dissolution had been made absolute, and that until that time the respondent was under no obligation to answer it. Sir H. Cozens-Hardy, M.R., said (at p. 189): "I can see no jurisdiction whatever to take any proceedings to rescind or vary the settlement until after the decree is made absolute. The petition is simply allowed to remain on the file to take effect the moment the decree is made absolute." That was a very explicit decision of the court. But it was contended that the Supreme Court of Judicature (Consolidation) Act, 1925, had altered the powers of the court. Section 192, which replaced s. 5 of the Matrimonial Causes Act, 1859, provided that the Court might inquire into and vary settlements which had been made on the parties "after pronouncing a decree for a divorce." It was argued that, as the word "final" before "decree" had been left out, some alteration of the law had been intended by that omission, and that the effect of it was to alter the law as laid down in *Clarke* v. *Clarke and Lindsay*, *supra*. He (his lordship) thought that it was impossible so to interpret s. 192. The Supreme Court of Judicature (Consolidation) Act, 1925, was not intended to make any alteration in the law, or in the rules or orders of the court, but to preserve them. It was purely a consolidating statute. The decision in *Mitchell* v. *Simpson*, 25 Q.B.D., 183, showed that it was impossible to treat a consolidating statute as altering the law. The court could not derive much assistance from the cases on alimony, the section (190) dealing with alimony being different from those (191 and 192) dealing with settlements. The argument based on the omission of the word "final" from s. 192 of the Supreme Court of Judicature (Consolidation) Act, 1925, was not sufficient to allow the deduction that there had been an important alteration in the law. The clause stood where it did when *Clarke* v. *Clarke and Lindsay*, *supra*, was decided. The appeal must be dismissed, with costs.

SCRUTTON, L.J., who referred to *Bank of England* v. *Vagliano Brothers*, 1891, A.C. 107, 144, delivered judgment to the same effect, and SARGANT, L.J., concurred.

COUNSEL: *Bayford*, K.C., and *Hon. Victor Russell*; *Willis*, K.C., and *J. Bucknill*.

SOLICITORS: *Lewis & Lewis*; *Capron & Co.*

[Reported by H. LANGFORD LEWIS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re The Society for Promoting Employment of Women.

Russell, J. 3rd and 4th May.

COMPANY—"LIMITED" LIABILITY—BOARD OF TRADE CONDITIONS—JURISDICTION OF COURT TO CONFIRM ALTERATION OF MEMORANDUM OF ASSOCIATION—"OBJECTS OF THE COMPANY"—COMPANIES ACT, 1867, 30 & 31 Vict., c. 131, s. 23—COMPANIES (CONSOLIDATION) ACT, 1908, 8 Edw. 7, c. 69, ss. 7 and 9.

A provision in a memorandum of association of a society not for profit, registered under the Companies Act, 1867, and authorised by the Board of Trade under s. 23 of that Act to dispense with the word "limited" that in certain events the liability of members shall be unlimited is not a provision in the memorandum "with respect to the objects of the company," under s. 9 (1) of the Companies (Consolidation) Act, 1908, and the cancellation of such a provision cannot be confirmed by the court.

The unreported case of National Sheep Breeders' Association cited, Palmer, 12th ed., Pt. 1, p. 1260, *explained*.

Petition.

This was a petition by the society under s. 9 of the Companies (Consolidation) Act, 1908, for confirmation by the court of certain special resolutions altering the memorandum of association of the society. The society was incorporated in 1879 as a limited company not for purposes of gain, and was authorised by licence of the Board of Trade, under s. 23 of the Companies Act, 1867, to be registered with limited liability without the addition to its name of the word "limited." The material parts of the memorandum of association are as follows: By para. 4 it is provided that the income of the society shall be applied solely towards the promotion of the objects of the society as set forth in the memorandum of association, and the licence of the Board of Trade was granted on condition that this paragraph was inserted in the memorandum of association. Paragraph 6 provided: "If the society act in contravention of the fourth paragraph of this memorandum the liability of every member of the general committee of the society shall be unlimited, and the liability of every member of the society who has secured any dividend, bonus or other profit shall likewise be unlimited." The special resolutions were to alter the name and objects of the society and to cancel para. 6, and the Board of Trade raised no objection to para. 6 being cancelled.

RUSSELL, J., after stating the facts said: "There is no objection to the court confirming the special resolutions so far as they only seek to alter the objects of the society, but the confirmation of the cancellation of para. 6 of the memorandum of association is another matter. Under s. 7 of the Companies (Consolidation) Act, 1908 'a company may not alter the conditions contained in its memorandum of association except in the cases and in the mode and to the extent for which express provision is made in this Act.' Under s. 9 (1): 'Subject to the provisions of this section a company may, by special resolution, alter the provisions of its memorandum with respect to the objects of the company so far as may be required to enable it' to do five classes of things therein specified. Under s. 9 (4): 'The court may make an order confirming the alteration either wholly or in part, and on such terms and conditions as it thinks fit, and may make such order as to costs as it thinks proper.' The difficulty is that para. 6 is not 'a provision with respect to the objects of the company.' It was said that the unreported case of the *National Sheep Breeders' Association*, which was heard before BUCKLEY, J., and is cited in "Palmer's Company Precedents," 12th ed., Pt. I, p. 1260, was an authority for the proposition that the court had power to confirm the resolution to cancel para. 6. On the facts as stated in "Palmer," the provision confirmed by the court was one with respect to the objects of the Company, whereas para. 6 is only a provision to impose unlimited liability on the members in certain events. The court has no jurisdiction to confirm the resolution to cancel para. 6."

COUNSEL: *Parton*; *Stafford Crossman*.

SOLICITORS: *Hewlett & Co.*, Solicitors to Board of Trade.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

In re Pedley: Wallace *v.* Wallace.

Russell, J. 27th April, 2nd June.

LAW OF PROPERTY—UNDIVIDED SHARES—ENTIRETY VESTED IN POSSESSION—SUBJECT TO INCUMBRANCES—VESTED IN WHOM—STATUTORY TRUSTS—LAW OF PROPERTY ACT, 1925, 15 Geo. 5, c. 20, s. 205, sub-s. (1) (viii); Sched. 1, Pt. IV, para. 1 (1) (*a*), (2), (3) to (9).

Sub-paragraph 1 of Pt. IV, of the 1st Sched., to the Law of Property Act, 1925, applies where the entirety of the land is vested in trustees for persons entitled in undivided shares, i.e., upon the statutory trusts, incumbrances being divested under para. 1 (1) (a).

An annuity is an incumbrance under s. 205 (1) (vii), but a power to charge a sum by will that may never be exercised is not. Such power where exercised would operate upon the proceeds of sale in the hands of the trustees, and the consent of the annuitant

to the sale would have to be obtained under para. 1 (g) of Pt. IV, but such consent would not determine his annuity.

In re Ryder and Steadman's Contract, 1927, 71 Sol. J. 451, *applied*.

Originating Summons.

This was a summons asking various questions arising out of the Law of Property Act, 1925. The facts were as follows: The testator by his will, dated 13th November, 1909, devised to the use of his trustees certain hereditaments on trust, during the life of his wife, out of the income to pay certain annuities, and to pay the balance to his wife, and from and after her death his trustees were to stand possessed of the hereditaments, which he described as the share of his daughter Eleanor, upon trust to pay to her husband William Wallace an annuity of £500 for life or until he did or attempted to do or suffered any act or occurrence whereby by operation of law or otherwise the benefit of any provisions conferred upon him for life without restriction would pass to or become vested in any other person or corporation, and he empowered William Wallace by will or codicil to charge all or any part of the share with the payment of any sum not exceeding £10,000 for the benefit of one or more of the issue of his daughter Eleanor, and directed his trustees to raise the money by the sale or mortgage of the share, and hold it on trust for the person or persons entitled. Subject as aforesaid the trustees were to stand possessed of the share, and the net income thereof in trust in the events that happened for the children of Eleanor in equal shares, who survived the testator and attained twenty-one, or being female, married. The testator's wife died in 1911, and his daughter was dead before the date of the will, leaving four children who all survived the testator, and had all attained vested interests, namely the two plaintiffs who were absolutely entitled to their shares and Mrs. Williamson and Mrs. Oxhey, whose shares were settled by their marriage settlements, and vested in trustees thereof. There was no power of sale conferred upon the trustees (who were also executors) by the will, and they were not trustees of the will for the purposes of the Settled Land Acts, 1882 to 1890. The summons asked (*inter alia*): (1) In whom on the coming into force of the Law of Property Act, 1925, Eleanor's share vested; (2) whether it vested in trustees free from the annuity and the power to charge; (3) whether the consent of William was necessary to enable the trustees to exercise the trust for sale, and the powers of management as holding on the statutory trusts; and (4) if his consent would determine his annuity.

Russell, J., after stating the facts, said: Immediately before the Law of Property Act, 1925 came into operation, the legal estate in Eleanor's share was vested in the trustees of the will, and subject to the annuity of £500, and the power to charge the land was held in four undivided shares vested in possession. Therefore Pt. IV, of the 1st Sched., of the Law of Property Act, applies. The question is within which of the four cases specified in paragraph 1, does the case fall? Sub-paragraph 2 applies. Sub-paragraph (3) does not apply, because "immediately before the commencement of this Act," the land was not settled land under the old Acts (see *The Earl of Carnarvon's Highclere Settled Estates*, 1927, 1 Ch. 138), as the absolute interests were subject only to the charge of the annuity which was vested in possession, and the £10,000 was not charged, and also because the words "settled land" in sub-para. (3) mean settled land under the old law (see *In re Ryder & Steadman's Contract*, 1927, 71 Sol. J. 451). In my judgment the case falls within sub-para. (1), because the entirety of the land is vested in the trustee defendants, in trust for persons entitled in undivided shares, namely, two of the children and the marriage settlement trustees of the other two. I hold the land was vested in the trustee defendants upon the statutory trusts, the incumbrances being divested under para. 1 (1) (*a*). The annuity is an incumbrance under s. 205 (1) (vii), but the power to charge a sum by will that might never be exercised is not. If and when exercised it will operate on the proceeds of sale, in the hands of the trustees and the consent of the annuitant to a sale will have to be obtained under para. 1 (9) of Pt. IV. Such consent of the annuitant will not determine his annuity within the clause of his will.

Counsel: *Winterbotham, H. W. Dollar, P. H. Brough, C. D. Myles.*

Solicitors: *Pedley, May & Fletcher.*

[Reported by L. M. May, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Scollick *v.* **Scollick.** Hill, J. 4th April.

Divorce—Variation of Settlement—Addition of a Power of Appointment in Favour of Children of a Second Marriage—Safeguarding of Interest of Child of First Marriage — Judicature (Consolidation) Act, 1925, 15 & 16 Geo. 5, c. 49, s. 192.

On a petition for variation the court has power to add to a settlement a power of appointment in favour of children of a second marriage.

This was a motion on a petition for variation of a settlement. On the 26th October, 1925, a wife obtained a decree *nisi* of dissolution of marriage on the ground of her husband's adultery. On the 3rd May, 1926, the decree *nisi* was made absolute. By a settlement made on the marriage of the parties on the 11th June, 1917, the wife assigned to trustees certain funds to which she would become entitled upon the death of her parents in trust to pay the income to her for life and after her death to the husband for life and after the death of the survivor in trust for all or such one or more of the children or remoter issue of the then intended marriage as the husband and wife should jointly or the survivor of them appoint, and in default of appointment on certain conditions set out in the settlement. The settlement further provided that in the event of there being no child of the marriage who should attain the age of twenty-one the husband's life interest should cease and the trustees should hold the trust fund, as to one-third in trust for the husband absolutely, and as to the residue in trust for the wife absolutely, with certain provisions in the event of the wife predeceasing the husband. The husband brought no property into settlement. There was one child of the marriage, a girl, born on the 20th May, 1918. On the 12th May, 1926, the wife presented a petition for variation of the settlement, to which the husband entered no appearance. On the 2nd June the wife re-married. The registrar in his report stated that the settled fund was not yet in possession, the wife's parents being still alive, and that it was anticipated that the capital value of the fund on the death of the survivor of them would amount to £11,000, producing an annual income of £500; that the wife had no means of her own, and that the husband was not in a position to contribute anything towards the maintenance and education of the child of the marriage. He further reported that the wife's present husband had filed an affidavit undertaking, if the court varied the settlement by giving the wife power to appoint a portion of her trust fund among children of her second marriage, to provide out of his own resources for the child of the first marriage an education befitting her station in life until she reached the age of sixteen. The registrar submitted that the settlement should be varied by extinguishing all rights, powers and interests of the husband in the wife's fund as though he had died in the wife's lifetime. He added that it appeared doubtful, in view of the decision in the case of *Webster* v. *Webster*, 1926, P. 198; 135 L.T. Rep. 670, whether the court would be disposed to make any other variation. But, if the court should consider that in any circumstances there is power to add to a settlement a power to appoint in favour of children of a second marriage, he submitted that the case was one in which such power should be added, and that

the settlement should be further varied as follows: (1) By substituting the words "intended or any subsequent marriage" for the words "intended marriage" wherever the latter occurred in the trusts for children or remoter issue; (2) by inserting a proviso that in no case, whether under appointment or in default of appointment, should the children of any subsequent marriage take in the aggregate a larger share of the wife's trust fund than the child of the marriage which had been dissolved; (3) by amending the hotchpot clause in consequence; (4) the undertaking of the second husband to be read into and form part of the order to be made. Counsel for the wife moved to confirm the registrar's report in the terms of the alternative submission. Counsel submitted that the court had power under s. 192 of the Judicature (Consolidation) Act, 1925, to make the variation, and that the variation proposed by the registrar was clearly for the benefit of the child of the first marriage. He referred to *Webster* v. *Webster*, *supra*; *Whitton* v. *Whitton*, 1901, P. 348; *Hodgson-Roberts* v. *Hodgson-Roberts*, 1906, P. 142; *Blood* v. *Blood*, 1902, P. 78, 190; *Hartopp* v. *Hartopp*, 1899, P. 65. Counsel for the child supported the motion, provided that the settlement should be further varied in such a way as to give the child a vested instead of a contingent interest. Counsel for the wife agreed that this should be done.

HILL, J., after stating the facts, said: This case is distinguishable on the facts from the case of *Webster* v. *Webster*. In that case the child would have obtained no compensating advantage for the loss sustained by the proposed extension of the power of appointment. As in this case the proposed arrangement is greatly in the interests of the child of the dissolved marriage, the settlement ought to be varied by inserting a power to the wife petitioner to appoint as to a moiety of the trust funds in favour of any children of the second marriage and by giving the child of the dissolved marriage a vested interest in the other moiety as agreed between the parties. The registrar's report will be confirmed to give effect to the above.

COUNSEL: *Acton Pile*, for the wife; *G. O. Slade* (*W. G. Earengey* with him), for the child.

SOLICITORS: *Webster & Webster*.

[Reported by J. F. COMPTON MILLER, Esq., Barrister-at-Law.]

In Parliament.

Questions to Ministers.

SOLICITATION LAWS INQUIRY.

Captain HACKING, Under-Secretary to the Home Office (Chorley), replying to a question by Viscountess ASTOR (Plymouth, Sutton, U.) as to the promised Committee of inquiry on the solicitation laws, said:—It is proposed that the terms of reference of this Committee shall be to inquire into the law and practice regarding offences against the criminal law in connexion with prostitution and solicitation for immoral purposes in streets and public places and other similar offences against decency and good order, and to report what changes (if any) are in their opinion desirable. My right hon. friend hopes to complete at an early date the selection of members to serve on this Committee.

DANGEROUS DRUGS.

Sir W. Joynson-Hicks (Home Secretary) stated in reply to Sir R. Thomas (L., Anglesey), that while it was not possible to speak positively in a matter of the kind, all experience went to show that the illicit importation of dangerous drugs had diminished since the passing of the Dangerous Drugs Act, 1920. No arrest of any importance had been made this year.

INCOME AND SUPER-TAX PAYERS.

Mr. MCNEILL, Financial Secretary to the Treasury (Canterbury), replying to Sir F. NELSON (Stroud, U.), said:—The number of individuals who pay and bear income tax may be taken as about 2,300,000, and the number of super-tax payers included in this total as 97,000. If the Budget expenditure of £833,390,000 were entirely defrayed by these taxpayers it would be equivalent to £362 per head of income tax payers or £8,590 per head of super-tax payers. But, in fact, the yield of income tax and super-tax is estimated at £309,000,000, not at £833,000,000.

UNEMPLOYMENT INSURANCE BILL.

Mr. CLYNES (Manchester, Platting, Lab.) asked whether arrangements would be made for the introduction of the promised Unemployment Insurance Bill before the summer adjournment, in order that members might be able to examine it, and, if necessary, consult their constituents during the recess.

Mr. BALDWIN, Prime Minister (Bewdley), said that he was afraid that that would be quite impossible. The Bill contained a number of technical details, and some little time must elapse before they were settled. He would take steps to see that the Bill got into the hands of members in ample time before the second reading was taken.

Replying to Mr. Stephen (Glasgow, Camlachie, Lab.), Mr. Baldwin added that he could not say when the Bill would be taken. In the event of its being taken early in the Session, he would see that it was supplied to members during the recess.

COMPANY LUNCHES.

Mr. SANDEMAN (Middleton and Prestwich, U.), asked the Secretary to the Treasury whether he was aware that letters had been sent from Somerset House asking certain income tax payers who happen to lunch at their offices whether they pay for their lunches themselves or whether these lunches were paid for by the firms or companies of which they may happen to be employees or directors; and under whose instructions this was done and in what difference to the revenue this might involve the country.

Mr. MCNEILL, Financial Secretary to the Treasury (Canterbury): I can assure my hon. friend that he is under a misapprehension in thinking that such inquiries have been made. If he has some particular case in mind and will put me in possession of the facts, I will look into them and let him know the result.

Mr. SANDEMAN: I have got several instances where companies have not been allowed to pay for these lunches, and I should like to ask whether or not it is legal to demand that companies should charge for these lunches which may be given to directors or employees.

Mr. MCNEILL: The hon. gentleman has put me a legal question, and I cannot answer it without notice.

The Law Society.

ANNUAL GENERAL MEETING.

The Law Society's Annual General Meeting was held at the Society's Hall, Chancery Lane, on Friday, the 8th inst., the President, Mr. Alfred Henry Coley, LL.D. (Birmingham), occupying the chair. Those present included the Vice-President, Mr. Cecil Allen Coward, and the following members of the Council:—Mr. William Austin (Luton), Mr. Ernest Edward Bird, Mr. Harry Rowsell Blaker (Henley-on-Thames), The Right Hon. Sir William James Bull, Bart., P.C., M.P., Mr. George Dudley Colclough, Sir Robert William Dibdin, Mr. Hubert Arthur Dowson (Nottingham), Mr. Douglas Thornbury Garrett, Mr. Dennis Henry Herbert, M.P., Mr. Leonard William North Hickley, Mr. Randle Fynes Wilson Holme, B.A., Mr. Charles Mackintosh, LL.D., The Rt. Hon. Sir Donald Maclean, K.B.E., LL.D., Mr. Philip Hubert Martineau, B.A., Mr. Charles Gibbons May, Lieut.-Col. Samuel Tomkins Maynard, T.D. (Brighton), Mr. William Egerton Mortimer, Mr. William Henry Norton (Manchester), Sir Arthur Copson Peake, LL.D. (Leeds), Mr. Richard Alfred Pinsent (Birmingham), Mr. Reginald Ward Edward Lane Poole, B.A., Mr. George Stanley Pott, Mr. Samuel Saw, Mr. Herbert Harger Scott, LL.B. (Gloucester), Mr. Francis Edward James Smith, M.A., Mr. Robert Mills Welsford, M.A., LL.B., Mr. Benjamin Arthur Wightman, M.A., LL.M. (Sheffield), Mr. John James Withers, C.B.E., M.P., and Mr. Walter Mantell Woodhouse; Mr. E. R. Cook (Secretary), and Mr. H. E. Jones (Assistant Secretary).

PRESIDENT AND VICE-PRESIDENT.

Mr. CECIL ALLEN COWARD (London) was elected President, and Mr. ROBERT MILLS WELSFORD, M.A., LL.B., Vice-President, for the ensuing year, and they returned thanks.

VACANCIES ON THE COUNCIL.

The PRESIDENT stated that there were twelve vacancies on the Council, ten of which were owing to retirement in

rotation in accordance with the bye-law, one to the death of the late Mr. George Herbert Charlesworth (Manchester), and one by the resignation, on account of ill-health, of Mr. George W. Rowe. Thirteen candidates had been nominated, but Mr. William Alan Gillett had withdrawn. He, therefore, declared the twelve remaining candidates duly elected as follows:—Mr. Ernest Edward Bird, Mr. Thomas Hume Bischoff, Mr. Frederick Henry Ewart Branson, The Rt. Hon. Sir William James Bull, Bart, P.C., M.P., Mr. Lewin Bampfield Carslake, Mr. Hubert Arthur Dowson (Nottingham), Mr. Bernard Harpur Drake, C.B.E., Mr. Walter Henry Foster, Sir Herbert Gibson, Bart., Mr. Dennis Henry Herbert, M.P., Mr. Leonard William North Hickley, and Colonel Alan Francis Maclure, C.B. (Manchester).

Auditors.

The auditors of the accounts for the ensuing year were declared duly elected as follows:—Mr. John Stephens Chappelow, F.C.A., Mr. Daniel Haydon Harrison and Mr. James Curzon Mander.

Annual Report.

The President, in moving the adoption of the annual report, observed that as far as the domestic matters of the Society were concerned, there was every cause for congratulation—with one exception. There were 15,000 solicitors in England and Wales, 10,000 of whom were members of the Society. There was, therefore, a defection of one-third of the total number of solicitors, which was not entirely satisfactory. He would urge the 5,000 abstainers to join the Society and he hoped that his successor in office would be able to report at the next annual meeting that a large number of these had come in. The Society had an income of £42,000. It was true that most of that amount was spent, but not more than the income was expended. It was a very satisfactory position.

Legal Education.

But regard must be had to the claims that would be made on the Society in the future in respect of legal education and other matters. On the subject of legal education he thought that there again the Society might feel every satisfaction, and that they might look with considerable pleasure upon the success which had been attained during the last few years in this important department of their work. He felt sure that the members would agree from the report that the activities of the Society in other directions had also been well maintained. They had had a good deal to do with legislation.

Companies Bill.

Several Bills and statutes were referred to in the report, and he wished in that connexion to refer to the Companies Bill. He did not know that any vital principle of company law was involved in that measure, but, without doubt, many questions of great importance were comprised within it. They were very thankful to the Lord Chancellor for the consideration he had given to the representations made to him by the Society in relation to the subject, and they also thanked members of the solicitor profession who had concerned themselves with it, and particularly the members of the Society's sub-committee who had dealt so ably and lucidly with the Bill. The Society might justly claim to have served a useful purpose in making so many important suggestions with regard to the measure.

Landlord and Tenant Bill.

Another Bill he would refer to was the Landlord and Tenant Bill. He greatly doubted whether the importance of that Bill had been fully realised either by the public or by the profession. The Society had no party, and he did not wish for one moment to discuss the principle of the measure. That had been adopted by an enormous majority of the House of Commons, and the decision of the House must be accepted. But it did seem to him to be a measure which called for the most careful drafting and precision of wording, and it was here, he would suggest, that the solicitors might perform a useful duty. The questions involved in the Bill, such as the right to compensation, were of real importance to the tenant and to the landlord, and they would have a very marked effect on the market in business premises. The Society had made representations to the Government with regard to some of these matters, and those suggestions had been received with consideration. He trusted that some of them would be adopted before the Bill became law. He had thought it well to make this statement. At a former general meeting the question had been raised, and he had said that the Bill would be carefully watched by the Council. He was now able to say that that pledge had been very fully redeemed. What the issue of the Bill might be he did not pretend to prophesy; but he did say that every effort would be made to define with precision the rights and remedies of both tenants and landlords. The profession represented all classes of the community, and they could not take sides with any.

Rent Restriction Act.

Concerning the Rent Restriction Act, the Council had, as the members of the Society knew, urged that the Act, in a particular respect, should not be continued. He was referring to the provision with reference to the calling in of mortgages. The members were also aware of the recent statement made by the Minister of Health that the Act was to continue in force for another year, a decision which he thought most of them deplored. He (the President) hoped he was not going beyond his province when he said that he thought that most of them regretted the provision, at any rate, with regard to the particular point of which he had spoken. He wished to confine himself to that point and not to embark upon the other controversial questions connected with the measure.

Mr. C. A. Coward (Vice-President) seconded the motion.

Mr. Edward A. Bell expressed a wish that the circulated report had dealt more fully with matters of practice and procedure, which were of the greatest interest to solicitors.

Cost of Chancery Litigation.

No doubt the Council had seen within the last fortnight a report on the subject of the cost of litigation in small Chancery suits. One of the judges had drawn attention to and deplored the amount which was spent in connexion therewith. He (Mr. Bell) would venture to suggest that the Council should consider the expediency of recommending the practice established by the late Lord Swinfen, when Mr. Justice Swinfen Eady, in the Companies Winding-up Court, that one set of costs should be allowed amongst all the parties appearing in this class of suit. If one counsel appeared for all parties he would, of course, take care that the facts in support of the interests of all parties were properly brought to the knowledge of the court.

Accommodation and Jurors.

Another question worthy of consideration was the lack of accommodation for jurors actually trying cases in the Royal Courts of Justice. As matters were at present there were no rooms where jurors could obtain refreshments during the luncheon interval, and the result was that jurors, at the rising or the adjournment of the court, left the box and commingled with all and sundry, including the parties and their witnesses engaged in the matter which they were trying, and it was but human nature if the juryman should happen to sit at the same table in the refreshment rooms provided by the court that conversation might stray into relevant or irrelevant side issues on the case. He suggested that the Poor Persons' Department rooms in the courts, which were likely to become vacant owing to the staff being transferred to the Society's premises, might become available as a retiring and luncheon rooms for jurors.

Motor Cases.

Again, there had been no less than 61,574 motor cases tried in the Metropolitan Police Courts, and a great amount of time was occupied in trying practically routine cases to which the parties pleaded guilty, when a regular scale of fines was imposed. Surely the practice which prevailed in most civilised European countries might be adopted, namely, that a high police official should be empowered to notify by letter the fine imposed and the matter thus be ended without the intervention of police magistrates whose courts were already crowded. He believed the magistrates themselves would welcome relief from adjudicating upon, or rather registering, the tariff fine imposed in this class of case.

Landlord and Tenant Bill.

The report spoke of the Landlord and Tenant Bill, stating that the Council had made a number of suggestions for its amendment, and he hoped, especially as some of the members of the Council were members of the House of Commons, that particulars of these suggestions would be given to the meeting. He rather judged from the President's remarks that he was against the principle of the Bill, and he observed that the report referred to the disturbance of the "sanctity of contract," was not the better term "sanctimony of contract." Everybody knew that there were contracts which could not be regarded as sacred. Surely, the only contract that was sacred was that between the State and its subjects to maintain even-handed justice. Most of the members of the Society knew that the leasehold system demanded reform. How many of those present were aware of the fact that when a City lease fell in an enormous fine was demanded for its renewal? If the tenant were unable to pay this fine the landlord exacted a fine from the new tenant. Was there sanctity in this sort of contract—that an outgoing tenant should be deprived of the benefit of his work, his skill, or his labour, which had enhanced the letting and fineable value of the property? He

ventured to hope that the Council's recommendations were directed to removing this abuse of what was called "sanctity of contract."

RENT RESTRICTION ACT.

The President appeared to disapprove of the Rent and Mortgage Interest Restrictions Act, and the report in no uncertain terms expressed the opinion that the restriction against the calling in of small mortgages should be removed. Was there any special hardship? If the mortgage had to be realised it could be transferred. He ventured the opinion that the principle of these Acts had come to stay. If the Acts were removed an avenue would be opened of oppression of the lesser middle class, the burden to keep up whose position in society was already sufficiently heavy.

UNQUALIFIED PERSONS ACTING AS SOLICITORS.

Mr. HAROLD BEVIR drew attention to a paragraph in the report to the effect that the Council had been called upon from time to time to intervene with the object of preventing unqualified persons from practising under the cloak, or in the name, of a solicitor. It stated that it was an unfortunate fact that there are solicitors who are content to allow unqualified persons to practise in their names. He had been told that the Council had been legally advised that there was difficulty in the way of prosecuting these people, but his own information from equally eminent sources was to the contrary. He considered that a more important matter was the way in which various individuals and corporations—municipal corporations in particular—made use of solicitors as a means of enriching themselves, either for the relief of the rates, or, conversely, for the burdening of ratepayers at large. This was in every way objectionable. It was within the knowledge of many in the meeting that the money went not into the pockets of the professional people who earned it, but to provide dividends for the shareholders. This was a scandal which was increasing very largely of late. The Council had been advised that there were difficulties in the way of prosecuting the people concerned under the Solicitors Act, or the Stamp Act. He had discussed the matter with an eminent counsel and he was told that that was based on a fallacious idea and an erroneous interpretation of the law. The facts in many cases were such that the corporations in question could have no possible defence. The evil was growing enormously. Many municipal authorities were actually acting as private solicitors, taking fees and using such fees in relief of the district rates. The report referred to the fact that the Professional Purposes Committee of the Council had considered the whole question of unqualified persons practising as solicitors, and that as a result the Council had prepared a Bill intended to prevent a solicitor taking into his employ without their consent a person who had been suspended or struck off the Rolls, and that the Bill had passed through the House of Lords, had been read a second time in the House of Commons and had been committed to a Standing Committee. But that matter was of very little importance compared with the practice of corporations of which he had spoken, who operated greatly to the damage of the profession at large. He knew that many members of the profession shared his views and hoped that some action would be taken by the Council in regard to the matter.

Mr. E. MELLIAR SMITH observed that he entirely agreed with Mr. Bevir with regard to the payment of costs to corporations and public bodies for legal work done by them through their salaried officials. The practice was a growing one and gave rise to matter for complaint.

The PRESIDENT observed that Mr. Bell had raised very interesting questions, though he thought that some of them were beyond the purview of the Council. The observations with regard to costs in small Chancery cases were made quite recently, after the Council's annual report had been prepared and circulated among the members. He did not suggest that that was a reason why Mr. Bell's remarks should not be carefully considered, and he claimed for solicitors that they were not cost-makers in these small cases. It might be that some change of jurisdiction giving more extensive powers to local boards would be one of the remedies for the mischief, but he was quite sure that the Council would be willing to join in any action which would be likely to prove a remedy.

RENT RESTRICTION ACT.

Concerning the Rent Restriction Act, he felt that he must differ from Mr. Bell, and he spoke rather more decidedly because the opinion of provincial solicitors had been pressed on the Council many times with regard to the difficulty of administering the small estates, by reason of the fact that mortgages could not be called in. It was true that a transfer of the mortgage was possible, but this was not always easy, and there was a considerable body of opinion in the country in favour of giving power for the calling in of mortgages.

LANDLORD AND TENANT BILL.

Mr. Bell had invited him to state the suggestions of the Council on the Landlord and Tenant Bill. He was quite sure the secretary of the society would be willing to show Mr. Bell the memorandum which the Council submitted to the Home Secretary at his request, containing, broadly, their views on the Bill.

MOTOR CASES.

As to motor cases, he must ask Mr. Bell to bring his eloquence to bear on motorists in the future with the object of depriving them of the opportunity of becoming involved in these cases.

The last point referred to by Mr. Bevir was one of very great importance. The Council desired to do everything in its power to prevent public authorities and others from interfering with the privileges of solicitors; but he doubted whether Mr. Bevir fully appreciated the difficulties involved. It was not that the Council failed to realise the need, but they had obtained the best advice available, and it appeared to them that they could not see their way to successfully take any action with regard to proceedings which they did not appreciate any more than did the member who had spoken.

The report was adopted.

SOCIETY'S ACCOUNTS.

The PRESIDENT moved the adoption of the report of income and expenditure for the year ending 31st December, 1926. There was a balance on the right side of £3,987 11s. 10d.

Mr. L. W. NORTH HICKLEY (Chairman of the Finance Committee) seconded the motion, observing that the society was to be congratulated that the accounts showed a favourable balance in each section. The society's accounts gave an income from all sources of £41,993, as against £41,281 for 1925, and an expenditure of £40,199, as against £41,256 for last year. The advance in income was due to an increase in membership, which the council were glad to see continued, but not at a very great rate. On the expenditure side of the account there was a saving of £1,000, and that would have been a good deal greater had it not been for the fact that he had placed a considerably larger sum than usual to the depreciation account, and had made more than good the omission in last year's accounts when, owing to exceptional circumstances, it was not possible to do anything in this way. As a matter of fact, he had not intended making such generous provision for this item, but was urged to do so by the society's auditors, to whom he was greatly indebted for the labours undertaken this year with more than the usual care. He should like to say how much he welcomed their criticisms, and he had been very glad to fall in where possible with them. At the same time he would point out that the account was not a profit and loss account, but one of income and expenditure for the year, and it was not, of course, of very great consequence whether a large balance were carried forward or whether the balance was reduced by the writing off of assets. It would be a different matter if the society were a trading company. He had, with the approval of the Council, since the accounts were closed, been able to invest a further sum of £1,000 in Metropolitan 3 per cent. Stock on the society's account. The chief source of savings had been in (1) salaries, £770, and (2) Law and Parliamentary expenses and discipline, £3,940. Of this sum £1,500 was due to the non-recurrence of the heavy expenses involved in 1925 by the proceedings taken by the society against Steele Wilson & Hunt, while a large sum was spent in 1925 in connexion with the Real Property Act of 1925 and the grants made for lectures upon it all over the country. Another cause of the drop was that (3) 1925 saw the last payment made of the new additions to the society's publications, and (4) there were in 1925 the expenses of the centenary celebrations, which absorbed some £1,500. As regarded the articled clerks' account, there was again a considerable excess of income over expenditure, and he had been able to invest the balance shown in the purchase of Metropolitan 5 per cent. War Loan. This account was very satisfactory. Most of the members would remember that not so many years ago the society wiped off a debit balance of £12,000 against the articled clerks' account. It would be agreed that this showed a healthy position. The income from New Inn and Clifford's Inn funds was apportioned equally between the London and country law schools. The expenses of the London school were met by transfers from the 1922 account. The value of the society's hall and buildings was being written down. The auditors had suggested that next year it would be better if the society's investments were shown at the market price of the day, instead of at cost, an alteration he would be very glad to make, should he still be the society's treasurer. It would, perhaps, be more in accordance with modern practice, but, as he had said, it was not of such great importance as it would be were the society a trading company. He desired, before concluding, to refer to a domestic matter.

An item appeared in the expenditure account as follows: "House and caterer's expenses, including water, coal, gas and lighting, £2,132 1s. 2d." The auditors had asked whether he was satisfied that the caterer was not getting an undue profit, and he had been able to satisfy them that there was no cause for alarm with respect to the matter. The profit which went to the caterer was comparatively small, one to which he did not believe that any of the members would object.

The motion was agreed to.

PROVINCIAL MEETING, 1928.

Col. S. T. MAYNARD, T.D. (Brighton), representing the Eastbourne Law Society, said he had much pleasure on behalf of the President and members of that society in inviting The Law Society to hold their provincial meeting at Eastbourne next year. He could promise that the Eastbourne Society, the local authorities, the Hastings Law Society, and the Sussex Law Society would do everything in their power to make the occasion a very pleasant one.

The PRESIDENT moved that the Society accept the invitation with much pleasure.

Mr. COWARD seconded the motion.

On the motion of Mr. BELL, seconded by Mr. HANBY HOLMES, a vote of thanks was passed to the President.

The newly-elected President of The Law Society, Mr. Cecil Allen Coward, was born in 1845. He was educated abroad privately. He was an exhibitioner at the general Bar examination in June, 1867, and was called at the Inner Temple in Michaelmas, 1867. Shortly afterwards he was disbarred at his own request, and was articled to Mr. Griffith Thomas, of Messrs. Thomas & Hollams, Mincing-lane, in 1867. He was admitted in 1870, and practised alone until 1873, when he became a member of Messrs. Hollams, Son & Coward, Mincing-lane, of which firm he has been the head for many years past. He became a member of the Council of the Society in 1910, and has served on the Counsel's Fees Committee, the Legal Procedure Committee and the Parliamentary Committee. He has also been a member of the Discipline Committee since 1912. He was appointed a member of the Royal Commission on Legal Delay in the King's Bench Division, 1913, and was instrumental in obtaining the assistance of the then Lord Chancellor, Lord Loreburn, in procuring the passing of the Solicitors Act, 1919. In 1926 he gave evidence before the Departmental Committee appointed by the Board of Trade to consider and report what amendments were desirable in the Companies Acts, 1908-1917.

Societies.

Gray's Inn.

INNER TEMPLE ENTERTAINED BY GRAY'S INN.

The Treasurer (Lord Merrivale) and Benchers of Gray's Inn recently entertained the Benchers of the Inner Temple at dinner in Gray's Inn Hall "in commemoration of the antient amity and league" which has existed between the two societies for some centuries. Last year the Benchers of the Inner Temple were the hosts of the Benchers of Gray's Inn, the visit being a revival of this ancient custom after a lapse of two centuries. After the loyal toasts had been given Lord Merrivale proposed "The Inner Temple," and the Treasurer of the Inner Temple (Judge Atherley-Jones, K.C.) replied. Mr. Birrell, K.C., a Bencher of the Inner Temple, then proposed "Gray's Inn," and Sir Miles Mattinson, K.C., a Bencher of Gray's Inn, replied. During the evening the Westminster Singers gave a selection of old English glees from the Minstrels' Gallery of the Elizabethan Hall.

The Inner Temple Benchers present were: Judge Atherley-Jones, K.C. (treasurer), Mr. Augustine Birrell, K.C., Mr. R. F. MacSwinney, Mr. Hugo J. Young, K.C., Sir John Simon, K.C., M.P., Mr. E. W. Hansell, K.C., Mr. Howard Wright, Mr. A. M. Langdon, K.C., Judge Bairstow, K.C., Mr. Alexander Grant, K.C., Mr. Justice Branson, Mr. A. A. Hudson, K.C., Mr. Justice Bateson, Mr. R. H. Balloch, Mr. F. P. M. Schiller, K.C., Mr. Ernest B. Charles, K.C., Sir Travers Humphreys, Sir Duncan Kerly, K.C., Mr. Justice MacKinnon, Mr. Justice Wright, Mr. G. F. L. Mortimer, K.C., Mr. H. P. Macmillan, K.C., Mr. Daniel Stephens, K.C., Mr. Eustace Gilbert Hills, K.C., Sir Claud Schuster, K.C., Mr. W. A. Greene, K.C., Sir Thomas Willes Chitty, K.C., Mr. C. M. Pitman, K.C., and the Rev. the Master of the Temple.

The Benchers of Gray's Inn present in addition to the Treasurer, were: Sir Miles Mattinson, K.C., Sir Lewis Coward, K.C., Mr. T. Terrell, K.C., Sir Plunket Barton, K.C., Lord Glenavy, Mr. Herbert F. Manisty, K.C., Mr. Edward Clayton, K.C., Sir Montagu Sharpe, K.C., Mr. Timothy Healy, K.C., Judge Ivor Bowen, K.C., Sir Alexander Wood Renton, K.C., Mr. R. E. Dummett, Vice-Chancellor Courthope Wilson, K.C., Sir Walter Greaves-Lord, K.C., M.P., Mr. G. D. Keogh, Mr. Bernard Campion, K.C., Lord Morison, Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. Frederick Hinde, Mr. R. Storry Deans, M.P., Mr. A. Andrewes-Uthwatt, Mr. Malcolm Hilbery, with the Chaplain (the Rev. W. R. Matthews, D.D.) and the Under-Treasurer (Mr. D. W. Douthwaite.)

Thursday, the 30th of June, being the Great Grand Day of Trinity Term, at Gray's Inn, the Treasurer (Master The Right Hon. Lord Merrivale) and the Masters of the Bench entertained at dinner the following guests:—The Right Hon. Viscount Fitzalan, K.G., G.C.V.O., D.S.O., The Right Hon. Viscount Burnham, C.H., The Right Hon. Viscount Ullswater, G.C.B., The Right Hon. Lord Warrington of Clyffe, The Right Hon. Sir Edward Clarke, K.C., The Right Hon. Lord Justice Scrutton, The Hon. Mr. Justice Eve, the Treasurer of the Hon. Society of Lincoln's Inn (Mr. Charles E. E. Jenkins, K.C.), Sir Ellis Hume-Williams, Bart, K.B.E., K.C., M.P., Mr. Justice Hoff, R. Af. D. (a Judge of the High Court of Denmark), Vice-Admiral G. R. Mansell, C.B.E., M.V.O., R.N., Mr. Wilfrid Greene, K.C., Mr. R. H. Balloch, and Mr. F. C. Goodenough. The Benchers present, in addition to the Treasurer, were: Sir Lewis Coward, K.C., The Right Hon. Sir Plunket Barton, Bart., K.C., Mr. Edward Clayton, K.C., Sir Montagu Sharpe, K.C., Sir Alexander Wood Renton, K.C.M.G., K.C., Mr. R. E. Dummett, Sir Walter Greaves-Lord, K.C., M.P., Mr. G. D. Keogh, Mr. Bernard Campion, K.C., Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. Frederick Hinde, Mr. R. Storry Deans, M.P., Mr. A. Andrewes-Uthwatt, Mr. Malcolm Hilbery, with the Chaplain (the Rev. W. R. Matthews, D.D.), and the Under-Treasurer (Mr. D. W. Douthwaite).

Law Association.

The usual monthly meeting of the directors was held at The Law Society's Hall, on Thursday, the 7th inst., Mr. J. D. Arthur in the chair. The other directors present were: Mr. F. W. Emery, Mr. P. E. Marshall, Mr. J. R. H. Molony, Mr. A. E. Pridham, Mr. John Venning, Mr. William Winterbotham, Mr. W. M. Woodhouse and the Secretary, Mr. E. E. Barron. A sum of £125 was distributed in relief of deserving cases, and a further sum was voted as an addition to a donation from a member to form a holiday fund to enable some of the old ladies supported by the Association, to have a short holiday change. A new life member was elected and other general business transacted.

The Law Society.

(*Continued from page 567.*)

The following Candidates have passed the Trust Accounts and Book-keeping Portion only:—

Myles John Abbott, Barrie Adams, Alfred George Allcock, Frederick Sidney Allcock, Victor George Henry Allen, George Corbyn Barrow, B.A., LL.B. Cantab., John Adams Bartlett, Ashley Swinburne Baxter, Cyril Edward Baylis, Richard John Bell, Darcy James Edward Binks, Owen Lawrence Blyth, LL.B. Wales, Henry Bowers, James Burnett Bradford, John William Calder, B.A. Cantab., Cyril James Rapley Calsteren, John Colpoys Chambers, John Danby Christopher, B.A. Cantab., Moses Cohen, LL.B. London, Samuel Cohen, B.A. Wales, William Alexander Francis Cooper, Lawrence Clifton Crick, Aloysius Curran, Clifford Gwynne Davies, Robert John Davies, Archibald Tunbridge Dixon, Ronald Armitage Elliott, David William Evans, Stuart Newton Evans, Percy Fielding, Kenneth Ernest Fisk, B.A. Cantab., Alfred Godfrey Flintoff, Edward John Kenrick Gibbons, B.A., LL.B. Cantab., Margaret Maud Gibson, M.A. Durham, Arthur Herbert Grainger, Harold Grantham, Thomas Charles Halford, Evelyn Miriam Hall, Hugo Daniel Harper, Victor Percy Harries, Edgar Charles Harvey, George Reynolds Harvey, Harrison Mellor Haslam, Wilfrid Temple Herwin, Raymond Albert Hipkins, Robert James Hoare, Kenneth Francis Gregory Hole, Leslie Edward Hudson, Albert Llewelyn Hughes, Arthur Sackville Hulkes, Sharfuddin Hyder, B.A., LL.B. Belfast, Donald Carbis Jackson, Tom Percival Jarratt, Alfred Richard Jeffery, David Pitt Kennedy, B.A., LL.B. Cantab., Rupert Ernest Kettle, Geoffrey Burrows Lambert, B.A. Cantab., Victor Morley Lawson, Joseph William Lloyd, Edwin Charles Mabey, John Embleton Craig Macfarlane, B.A. Oxon., Joseph Frederick Edward Mallen, Rupert Francis Ivimey Martin, Meadows Martineau, B.A. Cantab., Stanley Masheder, Denis Moore, Raymond Johnson Moore, Evan David Henry Parry, LL.B. Wales, Sidney Pearlman, Alan Clifford Phillips, William

Duncan Pinkney, William Morgan Jones Powell, George Prince, John Noel Howard Pursaill, David Harold Rees, B.A. Cantab., Felix Charles Regnart, Isaac Woolfe Reuben, LL.B. Liverpool, Eric Cuthbert Pollock Richard, Evan Montague Richards, Geoffrey Lionel Robins, Alpheus John Robotham, Gwilym Rhisiart Rowlands, Isidore Sandler, LL.B. Manchester, Cecil Wilcock Schofield, Charles Hilary Scott, Samuel Sebba, Harold Shaffer, Wilfrid Shaw, Francis William Sinden, Edwin Slinger, Sydney Charles Smith, William Spring, Francis Edward Stemson, Rowland Macdonald Stephenson, John Seargent Stevens, Richard Home Studholme, Gilbert Sutcliffe, Eric John Temple, Geoffrey Raymond Thompson, Bernard Clare Tippleston, Charles Thomas Utton, Kex Milnes Walker, B.A. Cantab., Ephraim Conrad Walmsley, Leonard Walsh, Hugh Hallifax Wells, B.A. Cantab., Daniel Granville West, Ernest Arthur Whitehead, Frederick Whittet, Roland Whittingham, Richard Hawksley King Wickham, David Rees Williams, Walter Wilson, Arthur Denis Wood, B.A. Oxon., Bernard Joseph Maxwell Wright, B.A. Cantab., and James Young.

No. of Candidates, 201 Passed, 156.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 15th and 16th June, 1927. A Candidate is not obliged to take both parts of the Examination at the same time :—

FIRST CLASS.

John Bell, Horace Ronald Davies, John Worrall Grazebrook, Norman Boyd Lintott, Frederick Claude Rowan, Thomas Liddle Sibson, Christopher Lewis Spickett, and Charles Stone.

PASSED.

Maurice Alexander, Geoffrey Manwaring Brown, M.A. Cantab., Arthur Clifton, Robert Walker Dickeson, Thomas Morris Dowell, John Duncan, Ralph Freeman, Reginald Hegan, Edwin Williamson Hewitt, Rowland William James Hill, Granville Holden, Walter Ireland, Frederick Arthur Jessop, Walter Thomas Jones, Donald Kaberry, Llewellyn Howard Lloyd, Harold Geoffrey Locking, Ernest Albert Mathew, Leslie Davison Miller, Stanley Morgan, Ronald Illingworth Mewell, George Leonard Oliver, John Arnold Neil Ralph, Lewis William Rees, Raymond Albert Samwell, Charles Sanderson, Eveline Gladys Shapcott, Leslie Albert Snelson, Harry Stansfield, Harold Maitland Storer, Mark Talbot Sutthery, Harold Frederick White, and Irvine Wright.

The following Candidates have passed the Legal Portion only :—

John Cole Ambrose, B.A. Cantab, Thomas Antony Baines, John Roderick Horton Baker, David John Balfour, William George Forysth Ballantyne, Joseph Boothroyd Wilson Barraclough, Geoffrey Hesketh Pearson Beames, Trevor Howard Bent, Alfred Edward Hope Blazey, Joseph Edward Blow, George Albert Bolsover, Richard Geoffrey Bonner-Morgan, Alfred Norman Bonwick, William Rowland Thompson Booth, Edward Lionel Bryan, Clifford Buckley, William Sharman Bull, George Edward Clark, Horace Clark, Harold Clarke, John Webster Clegg, Edward George Sherman Cook George William Cook, Leonard William Corfield, Marshall William Coupe, John Ormerod Cowper, Fred Collins Crawley, Eric Greenwood Crowther, D'Arcy Stewart Curtis, B.A. Cantab., Thomas Bertram Daltry, B.A. Cantab., Norman Dawson, Edwin Bryers Dodd, William George Eager, John Philip Edwardes, Ralph Brian Farebrother Ellis, William Jackson Elmhirst, Martius Redworth Wiles Fison, Mabel Foster Ford, Liell Broughton Foskett, Geoffrey Freeborough, Claud Odell Fryer, Anthony Ward Gadsdon James Parsons Garner, George Arthur Gillies, Henry Gilling, Clarence Elisha Griffiths, William Percival Haines, Rufus Ian Maclaren Hartley, Ernest Joseph Hazel, Alec Hamilton Hill, Stanley Charles Hine, Frank Bockham Hodges, Reginald Hodgetts, James Battersby Holt, Wilfrid Spencer Hopper, Thomas David Howells, Harold Hurwitz, Arthur Lionel Ives, B.A. Cantab., Douglas Heather Johnson, Ioan Llewelyn Jones, Arnold Kilburn, Harold George Knights, Frederick Weston Mayo Leman, Harry Livermore, Frederick Omar Griffiths Lloyd, Godfrey Stanley Howard Lovering, Gordon Hugh McMurtrie, Harry Vivian Mansfield, Tristram Martyn, David Morris, Wilfrid Gower Nicholas, Aneurin David Owen, Francis Padmore, B.A. Cantab., John Steer Parker, Alice May Platt, Geoffrey Knight Dalton Pontifex, Sydney William Plowright Pooles, Willaim Frederick Pope, Arthur Francis Hugh Pountney, Isador Rapport, Ernest Owen Reid, Cedric Hinton Fleetwood Reynolds, Walter Coverdale Sharpe, B.A. London, Charles Turner Shaw, James Campbell Joseph Simpson, Peter Henry Sin, Charles Henry Slingsby, Francis William Stephen, LL.B. Edinburgh, Norman Temple, Arthur Fisher Thomas, Beatrice Amy Thomas B.Sc. London, Charles Henry Thomas, Thomas Clifford Tipping, John Frederick Vernon, Maurice Claude Hamilton Walter, B.A. Cantab., Philip Edward Oxenham Walter, B.A. Cantab., Robert Douglas Watson, William Henry Orme Wedlake, Frank Ernest White, B.A. Cantab., Hugh Geoffrey Birch Wilson, B.A. Cantab., Oswy Errington Wilson, Abe Wood and Edwin John Loy Wooler.

No. of Candidates, 219. Passed, 144.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. THOMAS RICHARDSON to be a Judge of County Courts, and has made the following arrangements upon the vacancy caused by the death of His Honour Judge Kershaw :—

His Honour Judge Moore to be the Judge of the County Courts on Circuit 47 (Southwark and Greenwich and Woolwich) ; and

His Honour Judge Richardson to be the Judge of the County Courts on Circuit 2 (Durham, etc.).

Lord Chancellor's Office,
House of Lords, S.W.1.

The Attorney-General, after consultation with the First Lord of the Admiralty, has appointed The Hon. STEPHEN O. HENN COLLINS, C.B.E., Barrister-at-Law, to be Junior Common Law Counsel to the Admiralty in succession to the late Mr. G. W. Ricketts. Mr. Collins was called to the Bar in 1899.

Mr. JAMES STANLEY RAE, Barrister-at-Law, Chief Justice, St. Vincent, has been appointed Chief Justice of Grenada.

Mr. HAROLD KING, solicitor, Deputy Clerk of the Peace and Deputy Clerk of the County Council of Durham, has been appointed Clerk of the Peace and Clerk of the County Council of Somerset. Mr. King, who previously held appointments under the North Riding County Council and the Swansea Corporation, was admitted in 1912.

Mr. LEONARD WORDEN, solicitor, Town Clerk of Whitehaven, has been appointed Clerk and Solicitor to the Hendon Urban District Council to fill the vacancy caused by the resignation of Mr. Henry Humphris. Mr. Worden was admitted in 1912.

Professional Partnerships Dissolved.

ARTHUR WINEARLS DENNES and REGINALD FRANCIS RUGG, Solicitors, 14, Stratford-place (A. W. Dennes & Rugg), as from 1st June, by mutual consent.

ALAN THOMAS SELBORNE HOLT and JAMES ARTHUR MARTIN, Solicitors, Manchester (Edwyn Holt, Son & Martin), by mutual consent as from 4th June. A. T. S. Holt will carry on practice at 2, Booth-street, Manchester, under the style of Edwyn Holt and Son, and J. A. Martin will carry on practice at St. James House, 44, Brazennose-street, Manchester, under the style of Martin & Co.

GRAHAM BLUNT, JOHN FRIEND ROWLATT, RICHARD HODDING FOX, and WILLIAM BRIGGS GILL, Solicitors, Leadenhall-buildings, 1, Leadenhall-street (Blunt, Torr & Co.), so far as concerns R. H. Fox, who retires from the firm. G. Blunt, J. F. Rowlatt and W. B. Gill will continue to carry on the business under the style of Blunt, Torr & Co.

Wills and Bequests.

Mr. Robert Newton Crane, K.C., of Temple Gardens, E.C., and of Sheldon Cottage, Sheldon Avenue, Hampstead, N.W. (the first American to be made one of his Majesty's Counsel), a Bencher of the Middle Temple, who died on 6th May, aged seventy-nine, left estate of the gross value of £5,200.

Mr. David Calder Leck, K.C., M.A., LL.B. (seventy), of Thistledown, King's Road, Clacton-on-Sea, and of Paper Buildings, Temple, E.C., left estate of the gross value of £22,215.

Mr. John Gent, of Crescent Road, Kingston Hill, Surrey, formerly county court judge of the Huddersfield and Halifax Circuit, and afterwards of the Cornwall and Devon Circuit, who died on 14th March last, aged eighty-four, left estate of the gross value of £14,332.

Mr. Robert Alexander Mullan, solicitor, of Cairn Hill, Newry, Co. Down, left personal estate in England and Northern Ireland of the gross value of £6,126.

MAXIMUM FINE AND FIVE YEARS' DISQUALIFICATION FOR MOTORIST.

At the London Sessions recently, Richard Francis Kindersley, twenty-two, described as a banker, pleaded "Guilty" to having been drunk in charge of a motor-car and was fined the maximum amount of £50 and directed to pay the costs of the prosecution. He was also disqualified from driving a motor vehicle for five years.

The CHAIRMAN (Sir Robert Wallace, K.C.) in fining the defendant as stated, said that the recent alteration of the law showed that the Legislature recognised that the most effective way of dealing with such persons was to disqualify them for a ong period from holding a licence. He thought that the suspension of the defendant's licence, coupled with the fact that he was leaving the country for employment abroad would be more effective than a short term of imprisonment.

FAINNA FAIL AND THE OATH.

TEST CASE TO BE BROUGHT IN THE COURTS.

Mr. De Valera stated last week that it is now proposed to challenge the legality of the procedure whereby its members were prevented from taking their seats in the Dail as a result of their refusal to subscribe to the oath of allegiance prescribed by Art. 17 of the Free State Constitution, and it seems that a test case will be brought before the High Court in Dublin. Mr. De Valera also announced that his party intended to take advantage of the clause in the Free State Constitution which provides that a referendum must be taken if 75,000 signatures can be obtained for a requisition. The suggestion is that a referendum shall be taken on the single issue of the oath.

Gray's Inn Library.

NOTICE.

LONG VACATION, 1927.

The Library will be open as follows:—

1st August to 20th September .. (Closed on Saturdays and on Bank Holiday.)	10 a.m. to 1 p.m.
21st September until further notice	10 a.m. to 4 p.m.
Saturdays	10 a.m. to 1 p.m.

The Property Mart.

We should like to draw the attention of our readers to the attractive and well-appointed town house, No. 34, Pont-street, S.W., which, as announced in THE SOLICITORS' JOURNAL on 25th June last, will be offered for sale by auction by Messrs. Hampton & Sons, Ltd., at their Estate Rooms, No. 20, St. James's-square, S.W.1, on Tuesday next, the 19th inst., at 2.30 p.m. The accommodation of the house—which faces Cadogan-square—includes eight bedrooms, hall, two dressing rooms, two bath rooms, dining room, morning room, billiard room and drawing room, with the usual domestic offices. The hall and reception rooms are beautifully panelled, the drawing room in brocaded silk. On the whole a most desirable and convenient town residence.

We are informed by Messrs. Tuckett, Webster & Co., Auctioneers and Surveyors, 6, Laurence Pountney-hill, Cannon-street, E.C., that they have now disposed of the property, No. 79, Cannon-street, comprising shops and offices, referred to in the announcement which appeared in THE SOLICITORS' JOURNAL on the 11th ult.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE.

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y July 18	Mr. Synge	Mr. Jolly	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 19	Ritchie	More	Bloxam	Hicks Beach
Wednesday 20	Bloxam	Synge	Hicks Beach	Bloxam
Thursday . 21	Hicks Beach	Ritchie	Bloxam	Hicks Beach
Friday 22	Jolly	Bloxam	Hicks Beach	Bloxam
Saturday .. 23	More	Hicks Beach	Bloxam	Hicks Beach

Date.	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
M'nd'y July 18	Mr. Synge	Mr. Ritchie	Mr. More	Mr. Jolly
Tuesday .. 19	Ritchie	Synge	Jolly	More
Wednesday 20	Synge	Ritchie	More	Jolly
Thursday . 21	Ritchie	Synge	Jolly	More
Friday 22	Synge	Ritchie	More	Jolly
Saturday .. 23	Ritchie	Synge	Jolly	More

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement, Thursday, 28th July, 1927.

	Middle Price 13th July	Interest Yield.			Yield with Redemption.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	84 5/8	4	15	0	—		
Consols 2½%	54½	4	11	6	—		
War Loan 5% 1929-47	101	4	19	0	4	19	0
War Loan 4½% 1925-45	95 5/8	4	14	6	4	17	0
War Loan 4% (Tax free) 1929-42 ..	100 7/8	3	19	0	3	19	6
Funding 4% Loan 1960-90	86 3/8	4	12	6	4	14	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	93¼	4	6	0	4	9	6
Conversion 4½% Loan 1940-44 ..	96¼	4	13	6	4	16	6
Conversion 3½% Loan 1961	76¼	4	12	0	—		
Local Loans 3% Stock 1921 or after ..	63 5/8	4	14	0	—		
Bank Stock	247	4	18	0	—		
India 4½% 1950-55	92⅜	4	17	6	5	1	0
India 3½%	70⅜	4	19	6	—		
India 3%	60¼	4	19	0	—		
Sudan 4½% 1939-73	92¼	4	17	6	4	18	6
Sudan 4% 1974	84½	4	15	0	4	18	6
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years) ..	80¾	3	14	0	4	12	6
Colonial Securities.							
Canada 3% 1938	83¾	3	12	0	4	18	6
Cape of Good Hope 4% 1916-36 ..	93½	4	5	6	5	0	0
Cape of Good Hope 3½% 1929-49 ..	80	4	8	6	5	0	6
Commonwealth of Australia 5% 1945-75	97½	5	2	6	5	3	0
Gold Coast 4½% 1956	93¾	4	16	0	4	18	0
Jamaica 4½% 1941-71	92½	4	17	6	4	19	0
Natal 4% 1937	93	4	6	0	4	19	6
New South Wales 4½% 1935-45 ..	90¼	5	0	0	5	9	0
New South Wales 5% 1945-65	97¼	5	3	0	5	4	0
New Zealand 4½% 1945	95¼	4	14	6	4	18	6
New Zealand 5% 1946	101	4	19	0	4	19	0
Queensland 5% 1940-60	98¼	5	2	0	5	3	6
South Africa 5% 1945-75	100¾	4	19	6	4	19	6
S. Australia 5% 1945-75	97	5	3	0	5	3	6
Tasmania 5% 1945-75	98¾	5	1	0	5	1	6
Victoria 5% 1945-75	98½	5	1	6	5	3	0
W. Australia 5% 1945-75	97	5	3	0	5	3	6
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corpn.	62	4	17	0	—		
Birmingham 5% 1946-56	103¼	4	17	6	4	17	0
Cardiff 5% 1945-65	101¾	4	18	6	4	19	0
Croydon 3% 1940-60	69	4	7	6	5	0	0
Hull 3½% 1925-55	77	4	11	0	5	1	0
Liverpool 3½% on or after 1942 at option of Corpn.	73	4	16	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53¼	4	14	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62¾	4	16	0	—		
Manchester 3% on or after 1941 ..	62¼	4	16	0	—		
Metropolitan Water Board 3% 'A' 1963-2003	62¼	4	16	6	4	18	0
Metropolitan Water Board 3% 'B' 1934-2003	64¾	4	12	6	4	15	0
Middlesex C. C. 3½% 1927-47	81½	4	6	0	4	17	6
Newcastle 3½% irredeemable	71	4	19	0	—		
Nottingham 3% irredeemable	61½	4	17	6	—		
Stockton 5% 1946-66	100	5	0	0	5	0	0
Wolverhampton 5% 1946-56	102	4	18	6	4	18	6
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture ..	80½	4	19	6	—		
Gt. Western Rly. 5% Rent Charge ..	99	5	1	0	—		
Gt. Western Rly. 5% Preference ..	93½	5	7	0	—		
L. North Eastern Rly. 4% Debenture..	74⅜	5	7	6	—		
L. North Eastern Rly. 4% Guaranteed	70½	5	13	0	—		
L. North Eastern Rly.4% 1st Preference	63½	6	6	0	—		
L. Mid. & Scot. Rly. 4% Debenture ..	77½	5	3	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed ..	76	5	5	6	—		
L. Mid. & Scot. Rly. 4% Preference ..	71	5	12	6	—		
Southern Railway 4% Debenture ..	77½	5	3	0	—		
Southern Railway 5% Guaranteed ..	97	5	3	0	—		
Southern Railway 5% Preference ..	90	5	11	0	—		